

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Select Temporaries, Inc.		07/12/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	BNP Paribas
Street Address:	787 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: FRANCE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3035773	GOING THE EXTRA MILE
Registration Number:	2947013	SELECT PERSONNEL SERVICES
Registration Number:	2947014	SELECT PERSONNEL SERVICES
Registration Number:	3091551	SELECT PERSONNEL SERVICES GOING THE EXTRA MILE
Registration Number:	3096831	

**CORRESPONDENCE DATA**

Fax Number: (949)720-0182  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (949) 224-6282  
 Email: trademark@buchalter.com  
 Correspondent Name: Sandra P. Thompson  
 Address Line 1: 18400 Von Karman Avenue, Suite 800  
 Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	U5087-0001
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**900082352**

**TRADEMARK  
 REEL: 003596 FRAME: 0863**

**CH \$140.00 3035773**

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of July 12, 2007, by SELECT TEMPORARIES, INC., a California corporation ("**Grantor**"), in favor of BNP PARIBAS, in its capacity as collateral agent pursuant to the Second Lien Credit Agreement (in such capacity, the "**Collateral Agent**").

### WITNESSETH:

Whereas, the Grantor is party to a Second Lien Pledge and Security Agreement of even date herewith (the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

Now, Therefore, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. Grant Of Security Interest In Trademark Collateral.** The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all Trademarks of the Grantor listed on Schedule I attached hereto.

**SECTION 3. Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

**SECTION 4. Termination.** Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

**SECTION 5. Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.


**SECTION 6. Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

**SECTION 7. Governing Law.** This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Page follows]


IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

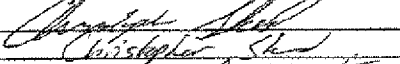
**SELECT TEMPORARIES, INC.**

By:   
Name: Jeff Mitchell  
Title: Secretary

Accepted and Agreed:

**BNP PARIBAS,**  
as Second Lien Collateral Agent

By:   
Name: JOHN D. EMERY  
Title: Director  
Loan and High Yield Capital Markets

By:   
Name: Christopher Skud  
Title: VP President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>Grantor</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Select Temporaries, Inc.	GOING THE EXTRA MILE	3,035,773	December 27, 2005
Select Temporaries, Inc.	SELECT PERSONNEL SERVICES	2,947,013	May 10, 2005
Select Temporaries, Inc.	SELECT PERSONNEL SERVICES	2,947,014	May 10, 2005
Select Temporaries, Inc.	SELECT PERSONNEL SERVICES GOING THE EXTRA MILE	3,091,551	May 9, 2006
Select Temporaries, Inc.	SELECT PERSONNEL SERVICES GOING THE EXTRA MILE [DESIGN ONLY]	3,096,831	May 23, 2006

**Trademark Applications:**

None.