

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
Remedy Temp, 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: 20

Property Type	Number	Word Mark
Registration Number:	3061073	MANAGER MATCH
Registration Number:	3037996	REMEDY KNOWLEDGE BANK
Registration Number:	2879681	MEGABLAST
Registration Number:	2658943	RECRUITRAC
Registration Number:	2482399	AXCESS INTERACTIVE CUSTOMER CARE
Registration Number:	2376956	MAPS
Registration Number:	2520606	I/SEARCH 2000
Registration Number:	2235965	REMEDY TECHNICAL
Registration Number:	2391962	REMEDY LOGISTICS GROUP
Registration Number:	2029804	HPT
Registration Number:	2015122	VSM
Registration Number:	2007936	INTELLIGENT STAFFING
Registration Number:	2002401	EDGE
Registration Number:	1660054	HIRE INTELLIGENCE

CH \$515.00 3061073

Registration Number:	1357133	REMEDY
Registration Number:	1363675	REMEDY TEMPORARY SERVICES
Registration Number:	1364854	REMEDYTEMP
Registration Number:	3244549	WE GET PEOPLE
Registration Number:	3166103	TALENT MAGNET
Serial Number:	78441025	REMEDY TALENT MAGNET

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
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/Sandra P. Thompson/
Date:	07/20/2007

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of July 12, 2007, by RemedyTemp, 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.

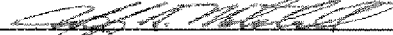
SECTION 6. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security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

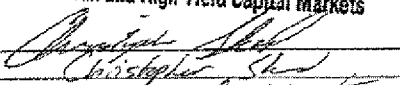
REMEDYTEMP, INC.

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 Shaw
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Grantor	Mark	Reg. No.	Reg. Date
RemedyTemp, Inc.	MANAGER MATCH	3,061,073	February 21, 2006
RemedyTemp, Inc.	REMEDY KNOWLEDGE BANK AND DESIGN	3,037,996	January 3, 2006
RemedyTemp, Inc.	MEGABLAST	2,879,681	August 31, 2004
RemedyTemp, Inc.	RECRUITRAC	2,658,943	December 10, 2002
RemedyTemp, Inc.	AXCESS INTERACTIVE CUSTOMER CARE	2,482,399	August 28, 2001
RemedyTemp, Inc.	MAPS	2,376,956	August 15, 2000
RemedyTemp, Inc.	I/SEARCH 2000	2,520,606	December 18, 2001
RemedyTemp, Inc.	REMEDY TECHNICAL	2,235,965	March 30, 1999
RemedyTemp, Inc.	REMEDY LOGISTICS GROUP (& Design)	2,391,962	October 3, 2000
RemedyTemp, Inc.	HPT	2,029,804	January 14, 1997
RemedyTemp, Inc.	VSM	2,015,122	November 12, 1996
RemedyTemp, Inc.	INTELLIGENT STAFFING	2,007,936	October 15, 1996
RemedyTemp, Inc.	EDGE	2,002,401	September 24, 1996
RemedyTemp, Inc.	HIRE INTELLIGENCE	1,660,054	October 8, 1991
RemedyTemp, Inc.	REMEDY	1,357,133	August 27, 1985
RemedyTemp, Inc.	REMEDY TEMPORARY SERVICES	1,363,675	October 1, 1985
RemedyTemp, Inc.	REMEDYTEMP	1,364,854	October 8, 1985
RemedyTemp, Inc.	WE GET PEOPLE	3,244,549	May 22, 2007
RemedyTemp, Inc.	TALENT MAGNET	3,166,103	May 22, 2007

Trademark Applications:

App. No.	Mark	Status
78-441,025	REMEDY TALENT MAGNET	Abandoned

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