

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

6737-91

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 Certes Financial Professionals Corporation

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
 Additional names, addresses, or citizenship attached? Yes No

Name: Madison Capital Funding LLC,
 Internal _____ as agent
 Address: _____
 Street Address: 30 S. Wacker Dr.
 City: Chicago
 State: IL
 Country: USA Zip: 60606

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

3. Nature of conveyance (Execution Date(s)):
 Execution Date(s) November 16, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____
 B. Trademark Registration No. (s) _____

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath
 Internal Address: Winston & Strawn LLP
 Street Address: 35 W. Wacker Dr.
 City: Chicago
 State: IL Zip: 60601
 Phone Number: 312-558-6352
 Fax Number: 312-558-5700
 Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 125

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number 232428
 Authorized User Name Laura Konrath

Date 12/11/07

9. Signature: [Signature]
 Signature _____
 Name of Person Signing Laura Konrath

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P. O. Box 1458, Alexandria, VA 22313-1450

CH \$140.00 232428 77064807

Continuation
Item 5

Schedule 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK LICENSES

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
1 2 3 4 5 Certes Financial Professionals Corporation	CERTES	77064807	Not Applicable	12/14/06	Not Applicable
Certes Financial Professionals Corporation	CERTES FINANCIAL PROS L'ETOILE DU NORD TRUTH CERTAINTY	77064811	Not Applicable	12/14/06	Not Applicable
Certes Financial Professionals Corporation	FEWNET	76561012	2912463	11/20/03	12/21/04
Certes Financial Professionals Corporation	CERTES FINANCIAL PROS	76200539	2737822	01/26/01	7/15/03
Certes Financial Professionals Corporation	CERTES FINANCIAL PROS L'ETOILE DU NORD CPAS, CMAS & MBAS ON CALL TRUTH & CERTAINTY	76200538	2882129	01/26/01	09/07/04

TRADEMARK SECURITY AGREEMENT

**(TRADEMARKS, TRADEMARK APPLICATIONS
AND TRADEMARK LICENSES)**

WHEREAS, Certes Financial Professionals Corporation, a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to certain trademark licenses;

WHEREAS, reference is made to that certain Credit Agreement dated as of October 26, 2006 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Staffing Now, Inc., a Delaware corporation (the "Borrower"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Joinder to Guarantee and Collateral Agreement Guarantee dated as of the date hereof (as amended, restated, supplemented or modified from time to time, the "Certes Joinder Agreement") among Grantor and Madison Capital Funding LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Certes Joinder Agreement, "Grantee") and the Guarantee and Collateral Agreement dated as of October 26, 2006 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Borrower, Grantor, the other grantors party thereto and Grantee, as agent for the secured parties referred to therein, Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Borrower Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Borrower Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, but in any event excluding all Excluded Property (as defined in the Collateral Agreement):

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property

rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

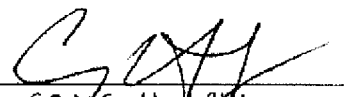
**CERTES FINANCIAL PROFESSIONALS
CORPORATION**

By: Mark Schaul
Name: Mark Schaul
Title: Secretary

Signature Page to Trademark Security Agreement

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: 
Name: CRAIG H. LASH
Title: MANAGING DIRECTOR

Signature Page to Trademark Security Agreement

Schedule 1
to
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