

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Interest Assignment Agreement (Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Canadian Imperial Bank of Commerce, New York Agency		01/26/2009	STATE AGENCY: NEW YORK

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon
Street Address:	600 East Las Colinas Blvd
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	STATE AGENCY: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2001255	
Registration Number:	2578757	PROLOGISTIX
Registration Number:	1950471	RESOURCEMFG
Registration Number:	2001252	RESOURCEMFG
Registration Number:	1816089	STAFFING SOLUTIONS
Registration Number:	1975783	
Registration Number:	2591862	VALUE IN PARTNERING

CORRESPONDENCE DATA

Fax Number: (312)706-9000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3127017608
 Email: sjones2@mayerbrown.com
 Correspondent Name: Sokya Jones

OP \$190.00 2001255

Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	ASSMUS/CIBC
NAME OF SUBMITTER:	Richard M. Assmus
Signature:	/Richard M. Assmus/
Date:	02/11/2009

Total Attachments: 6

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**SECURITY INTEREST ASSIGNMENT AGREEMENT
(TRADEMARKS)**

THIS SECURITY INTEREST ASSIGNMENT AGREEMENT (TRADEMARKS) (this "Agreement") is made and entered into as of this 26th day of January, 2009, by CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as the current second lien Administrative Agent (in such capacity, "Assignor"), in favor of THE BANK OF NEW YORK MELLON, as the successor second lien Administrative Agent (in such capacity, "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is party to (i) the Second Lien Pledge and Security Agreement, dated as of October 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement"), among Employment Solutions Management, Inc. (the "Borrower"), the subsidiaries of the Borrower party thereto and Assignor and (ii) the Second Lien Trademark Security Agreement, dated as of October 2, 2006 (the "Second Lien Trademark Security Agreement"), made by Staffing Solutions Southwest, Inc. a Georgia corporation (the "Grantor") in favor of Assignor, which was recorded with the United States Patent and Trademark Office on November 21, 2008, at Reel/Frame 3893/0276.

WHEREAS, pursuant to the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, the Grantor has granted to Assignor a security interest in, and lien on, all of its right, title and interest in and to the Trademark Collateral, including without limitation the Trademark Collateral described on Schedule I annexed hereto and made a part hereof; and

WHEREAS, Assignor desires to assign to Assignee all of its right, title, interest and powers under the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, including, without limitation, its security interest in, and lien on, the Trademark Collateral, and Assignee desires to accept and assume all of such right, title, interest, powers, security interests and liens.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings specified in the Second Lien Trademark Security Agreement.

2. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title, interest and powers in and to the Second Lien Security Agreement and the Second Lien Trademark Security Agreement, including, without limitation, its security

interest in, and lien on, the Trademark Collateral, and Assignee does hereby accept and assume all of such right, title, interest, powers, security interests and liens.

3. Acknowledgment. Each of the parties hereto hereby acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

5. Further Assurances. Assignor agrees perform all reasonable and proper additional acts and to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by the Assignee to carry out the provisions and purposes of this Agreement and to preserve and perfect the liens and security interests.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

CANADIAN IMPERIAL BANK OF COMMERCE,
NEW YORK AGENCY,
as current second lien Administrative Agent

By: 

Name: Charles D. Mulkeen

Title: Authorized Signatory

ASSIGNEE:

THE BANK OF NEW YORK MELLON, as
successor second lien Administrative Agent

By: _____

Name: _____

Title: _____

ACKNOWLEDGED AND AGREED:

STAFFING SOLUTIONS SOUTHWEST, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

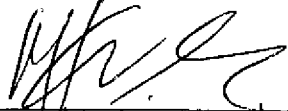
ASSIGNOR:

CANADIAN IMPERIAL BANK OF COMMERCE,
NEW YORK AGENCY,
as current second lien Administrative Agent

By: _____
Name: _____
Title: _____

ASSIGNEE:

THE BANK OF NEW YORK MELLON, as
successor second lien Administrative Agent

By:  _____
Name: Melinda Valentine
Title: Vice President

ACKNOWLEDGED AND AGREED:

STAFFING SOLUTIONS SOUTHWEST, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date above first written.

ASSIGNOR:

CANADIAN IMPERIAL BANK OF COMMERCE,
NEW YORK AGENCY,
as current second lien Administrative Agent

By: _____
Name: _____
Title: _____

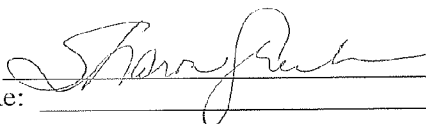
ASSIGNEE:

THE BANK OF NEW YORK MELLON, as
successor second lien Administrative Agent

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

STAFFING SOLUTIONS SOUTHWEST, INC.

By: 
Name: _____
Title: _____

SCHEDULE I

TRADEMARK COLLATERAL

Staffing Solutions Southwest, Inc.

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Due Date	Registrant/Applicant
United States of America	MISCELLANEOUS DESIGN (Staffing Solutions Triangle Design)	11-Sep-1995	74/727,245	17-Sep-1996	2,001,255	17-Sep-2005	Staffing Solutions Southwest, Inc.
United States of America	PROLOGISTIX	03-Oct-2000	78/028,751	11-Jun-2002	2,578,757	11-Jun-2007	Staffing Solutions Southwest, Inc.
United States of America	RESOURCEMFG	04-Aug-1994	74/557,469	23-Jan-1996	1,950,471	23-Jan-2005	Staffing Solutions Southwest, Inc.
United States	RESOURCEMFG & Design	11-Sep-1995	74/727,237	17-Sep-1996	2,001,252	17-Sep-2005	Staffing Solutions Southwest, Inc.
United States of America	STAFFING SOLUTIONS	10-Sep-1990	74/095,017	11-Jan-1994	1,816,089	11-Jan-2013	Staffing Solutions Southwest, Inc.
United States of America	TELESOURCE (Stylized)	04-Aug-1984	74/557/467	28-May-1996	1,975,783	Cancelled	Staffing Resources, Inc.
United States of America	VALUE IN PARTNERING	10-Feb-1998	75/433,691	09-Jul-2002	2,591,862	09-Jul-2007 09-Jul-2007	Staffing Solutions Southwest, Inc.