

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: 3			
Property Type	Number	Word Mark	
Registration Number:	2062248	PRODRIVERS	
Registration Number:	2821674	PRODRIVERS ADVANTAGE	
Registration Number:	2821668	PRODRIVERS ADVANTAGE	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127017608		
Email:	sjones2@mayerbrown.com		
Correspondent Name:	Sokya Jones		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	ASSMUS/CIBC		
NAME OF SUBMITTER:	Richard M. Assmus		

OP \$90.00 2062248

Signature:	/Richard M. Assmus/
Date:	02/11/2009
Total Attachments: 6 source=Trademark Assignment - Professional Drivers of Georgia-II#page1.tif source=Trademark Assignment - Professional Drivers of Georgia-II#page2.tif source=Trademark Assignment - Professional Drivers of Georgia-II#page3.tif source=Trademark Assignment - Professional Drivers of Georgia-II#page4.tif source=Trademark Assignment - Professional Drivers of Georgia-II#page5.tif source=Trademark Assignment - Professional Drivers of Georgia-II#page6.tif	

**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 Professional Drivers of Georgia, 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 3893/0267.

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:

PROFESSIONAL DRIVERS OF GEORGIA, INC.

By: _____
Name: _____
Title: _____

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

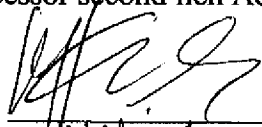
ASSIGNOR:

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:

PROFESSIONAL DRIVERS OF GEORGIA, 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: _____

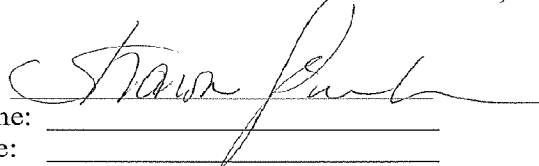
ASSIGNEE:

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

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

PROFESSIONAL DRIVERS OF GEORGIA, INC.

By:  _____
Name: _____
Title: _____

SCHEDULE I

TRADEMARK COLLATERAL

Professional Drivers of Georgia, Inc.

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Registrant/Applicant
United States of America	PRODRIVERS ¹	07-Nov-1995	75/015,713	13-May-1997	2,062,248	Professional Drivers of Georgia, Inc.
United States of America	PRODRIVERS ADVANTAGE	12-Sep-2002	76/449,333	09-Mar-2004	2,821,674	Professional Drivers of Georgia, Inc.
United States of America	PRODRIVERS ADVANTAGE & DESIGN	20-Aug-2002	76/441,726	09-Mar-2004	2,821,668	Professional Drivers of Georgia, Inc.
Canada	PRODRIVERS ADVANTAGE	25-June-2003	1,182,759	6-Jan-2005	TMA629,589	Professional Drivers of Georgia, Inc.
Canada	PRODRIVERS ADVANTAGE & Design	25 June-2003	1,182,758	10-Jan-2005	TMA629,788	Professional Drivers of Georgia, Inc.

¹ (a) Professional Drivers of Georgia, Inc. owns a federal registration on the Principal Register for ProDrivers® Reg. No. 2,062,248. The Company is aware that there are third parties that have adopted and may be using corporate names or services marks which incorporate “ProDrivers.” As ProDrivers opens in new territories, it has encountered at least one company who has priority for that mark in their local geography and for that reason, in the Elmhurst, Illinois market (Chicago area) and Wisconsin, we are utilizing the name Professional Drivers, Inc. We anticipate this issue and the same resolution to arise in connection with our expansion into Michigan. Additionally, Professional Drivers’ use of the PRODRIVERS® mark has been the subject of two separate litigation cases arising from such use in Atlanta, Georgia and Houston, Texas, as summarized below.

- Pro-Driver Services, Inc. v. Staffing Resources, Inc.; Civil Action No. 98-A-1510-6; in the Superior Court of Gwinnett County, State of Georgia. On March 9, 1998, Pro Driver Services, Inc. (“PDS”) filed suit against Staffing Resources, Inc., predecessor to Career Blazers Inc., predecessor to Immediant Corporation, for service mark infringement, deceptive trade practices, injury to business reputation and goodwill, and dilution, requesting damages, attorney’s fees and costs, and an injunction. The parties reached a settlement, and PDS assigned any and all rights it had in its claimed “Pro-Drivers”, “Pro-Driver Services” and “Pro Driver Services” service marks to the Company.
- Houston Pro Driver Leasing Company, Inc. v. Immediant Corporation f/k/a Career Blazers Inc. f/k/a Staffing Resources, Inc. and Professional Drivers, Inc.; Cause no. H-99-0579, in the United States district court, southern district of Texas, Houston Division. On February 24, 1999, Houston Pro Driver Leasing Company, Inc. (“HPDL”) filed suit against Staffing Resources of Texas, Inc. (“SRTI”). Plaintiff HPDL later amended its complaint dismissing SRTI and including Immediant Corporation f/k/a Career Blazers Inc. f/k/a Staffing Resources, Inc. (collectively “Staffing Resources”) and Professional Drivers, Inc. as co-defendants. The parties reached a settlement on April 24, 2000 and the lawsuit was dismissed on May 11, 2000. Under a bill of sale and an assignment executed after the settlement, Plaintiff HPDL transferred all rights in its claimed “Pro Driver” mark and its rights to the www.prodriever2.com domain-name registration to Professional Drivers, Inc. HPDL further agreed to change its corporate and trade name.

(b) The Company has encountered issues where other staffing companies have used the name or a derivative of the name ProDrivers in areas where this brand currently operates or has recently expanded to operate. The Company holds the federal trademark. The Company analyzes whether it has the first usage in that geography; and further evaluates whether the name is used in a service likely to cause confusion with the services provided by ProDrivers before it pursues enforcement of the right to use the mark. If the Company believes it has priority rights, it will send a cease and desist letter and attempt to resolve the confusion by having the other company utilize a different name. In some instances with the recent territorial expansion of ProDrivers the Company has encountered local companies with first use in that geography and rather than litigate the right to use the name, the Company agrees to use a different name in that geography. For example, as ProDrivers opens in Illinois and Wisconsin operating under the name Professional Drivers, Inc.