

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Supplement to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Employment Solutions Management, Inc.		03/27/2009	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	300 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Agency: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3296876	PERSONNEL ONE	
Registration Number:	3338485	RESOURCE ACCOUNTING	
CORRESPONDENCE DATA			
Fax Number:	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-701-7608		
Email:	sjones2@mayerbrown.com		
Correspondent Name:	Sokya Jones		
Address Line 1:	71 S. Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	06092055 ASSMUS		
NAME OF SUBMITTER:	Richard M. Assmus, Illinois Bar member		
Signature:	/Richard M. Assmus/		

OP \$65.00 3296876

Date:

03/30/2009

Total Attachments: 5

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SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT, dated as of March 27, 2009 (this "Supplement"), to the Trademark Security Agreement (as defined below) is among EMPLOYMENT SOLUTIONS MANAGEMENT, INC., a Georgia corporation (the "Grantor"), and CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as Administrative Agent for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of October 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders and the Administrative Agent, the Grantor executed and delivered a First Lien Pledge and Security Agreement, dated as of October 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Security Agreement, the Grantor and the Administrative Agent are parties to that certain First Lien Trademark Security Agreement, dated as of October 2, 2006 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, the Grantor has notified the Administrative Agent that, since its entering into of the Trademark Security Agreement, it has acquired, and has filed an application or applications of registration with the United States Patent and Trademark Office with respect to, certain Trademarks (the "New Trademarks");

WHEREAS, pursuant to Section 4.5 of the Security Agreement, the Grantor is required to execute such documents as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in Intellectual Property Collateral;

WHEREAS, the Administrative Agent has requested this Supplement in order to evidence the Administrative Agent's security interest in the New Trademarks;

NOW, THEREFORE, the parties hereto hereby covenant and agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.1. Certain Definitions. The following terms when used in this Supplement shall have the following meanings (such meanings to be equally applicable to the singular and plural forms thereof):

"Credit Agreement" is defined in the first recital.

“New Trademarks” is defined in the third recital.

“Security Agreement” is defined in the first recital.

“Supplement” is defined in the preamble.

“Trademark Security Agreement” is defined in the second recital.

SECTION 1.2. Other Definitions. Capitalized terms for which meanings are provided in the Credit Agreement are, unless otherwise defined herein or the context otherwise requires, used in this Supplement with such meanings.

ARTICLE II SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

Schedule I to the Trademark Security Agreement is hereby supplemented with the additional information set forth on Schedule I hereto.

ARTICLE III MISCELLANEOUS

SECTION 3.1. Cross-References. References in this Supplement to any Article or Section are, unless otherwise specified, to such Article or Section of this Supplement.

SECTION 3.2. Loan Document Pursuant to Credit Agreement. This Supplement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated therein) be construed, administered and applied in accordance with all of the terms and provisions of the Credit Agreement.

SECTION 3.3. Successors and Assigns. This Supplement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 3.4. Counterparts. This Supplement may be executed by the parties hereto in several counterparts, each of which when executed and delivered shall be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Supplement by facsimile shall be effective as delivery of a manually executed counterpart of this Supplement.

SECTION 3.5. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK.

SECTION 3.6. Full Force and Effect. All of the representations, warranties, terms, covenants, conditions and other provisions of the Trademark Security Agreement and the Loan Documents shall remain unchanged and shall continue to be, and shall remain, in full force and effect in accordance with their respective terms.

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

EMPLOYMENT SOLUTIONS MANAGEMENT,
INC.

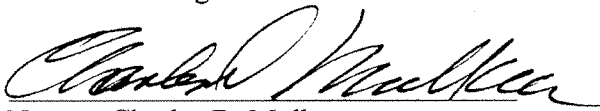
By: 

Name: Shawn W. Poole

Title: Executive Vice President and
Chief Financial Officer

Supplement to Trademark Security Agreement

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

By: 
Name: Charles D. Mulkeen
Title: Authorized Signatory

SCHEDULE I

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Registrant/Applicant
United States of America	PERSONNEL ONE & Design	19-Jan-2007	77/087,156	25-Sept-2007	3,296,876	Employment Solutions Management, Inc.
United States of America	RESOURCE ACCOUNTING & Design	19-Jan-2007	77/087,172	20-Nov-2007	3,338,485	Employment Solutions Management, Inc.