

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
Analysts International Corporation		10/03/2013	CORPORATION: MINNESOTA

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	38 Fountain Square Plaza
Internal Address:	Fifth Third Center
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3723026	AIC
Registration Number:	3924497	AIC ANALYSTS INTERNATIONAL
Registration Number:	2354918	ANALYSTS INTERNATIONAL
Registration Number:	3227276	ANALYSTS INTERNATIONAL
Registration Number:	2074968	ANALYSTS INTERNATIONAL CORPORATION
Registration Number:	2253368	RADD
Registration Number:	3352428	SYMMETRY WORKFORCE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 3128035299
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 4124558

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 10/15/2013

Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 3rd day of October, 2013, Analysts International Corporation, a Minnesota corporation ("*Debtor*") with its principal place of business and mailing address at 7700 France Avenue South, Suite 200, Minneapolis, Minnesota 55438, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation, with its mailing address at Fifth Third Center, 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third Bank acting as such administrative agent and any successor(s) or assign(s) to Fifth Third Bank acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in the following property:

- (i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and
- (ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

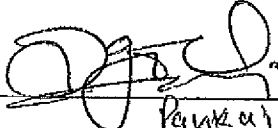
Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set

forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ANALYSTS INTERNATIONAL CORPORATION

By 
Name Pankaj Goel
Title SVP

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement (Analysts International Corporation)]

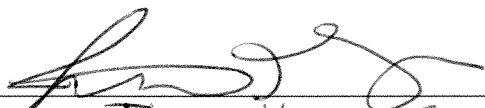
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

ANALYSTS INTERNATIONAL CORPORATION

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By  _____
Name Jonathan Ginn
Title VP

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
AIC	3723026	12/8/2009
AIC ANALYSTS INTERNATIONAL	3924497	3/1/2011
ANALYSTS INTERNATIONAL	2,354,918	6/6/2000
ANALYSTS INTERNATIONAL	3,227,276	4/10/2007
ANALYSTS INTERNATIONAL CORPORATION	2,074,968	7/1/1997
RADD	2,253,368	6/15/1999
SYMMETRY WORKFORCE SOLUTIONS	3,352,428	12/11/2007