

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
Gevity HR, Inc.		06/01/2009	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Comerica Bank, as Agent
Street Address:	39200 W. Six Mile Rd.
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association:

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	77585235	GEVITY PROJECT GREEN
Serial Number:	77585232	PROJECT GREEN
Serial Number:	77574240	MARCH FORTH. TAKE THE DAY OFF TO TAKE THE DAY ON. MARCH 4
Serial Number:	77574229	MARCH FORTH DAY
Serial Number:	77574234	MARCH 4
Serial Number:	77574247	MARCH FORTH
Serial Number:	77574166	MARCH FORTH. TAKE THE DAY OFF TO TAKE THE DAY ON.
Registration Number:	3508374	THE GEVITY EDGE
Registration Number:	3525191	GEVITY GP PERKS
Registration Number:	3525190	GEVITY PERKS
Registration Number:	3558353	GEVITY KNOWLEDGE
Registration Number:	3425787	THE GREATEST HUMAN RESOURCE IS THE HUMAN SPIRIT
Serial Number:	77222588	GEVITY ONTRACK

OP \$740.00 77585235

Serial Number:	77090657	MARCH FORTH
Serial Number:	77084461	MARCH 4
Serial Number:	77084458	MARCH FORTH. TAKE THE DAY OFF TO TAKE THE DAY ON. MARCH 4
Serial Number:	77084453	MARCH FORTH. TAKE THE DAY OFF TO TAKE THE DAY ON.
Serial Number:	77084451	MARCH FORTH DAY
Registration Number:	3454559	G
Serial Number:	77080566	GEVITY EDGE ADVANTAGE
Registration Number:	3423610	GEVITY EDGE
Registration Number:	3423609	GEVITY ONSITE
Registration Number:	3423611	GEVITY ONLINE
Registration Number:	3340731	GEVITY ONCALL
Serial Number:	77054218	GEVITY EDGE SELECT
Registration Number:	3219607	GEVITY
Registration Number:	2671474	G
Registration Number:	2617829	GEVITY HR
Registration Number:	2698545	G

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 734-761-3780
Email: asujek@bodmanllp.com
Correspondent Name: Angela Alvarez Sujek
Address Line 1: 201 South Division, Ste 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	06/18/2009

Total Attachments: 8
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AGREEMENT

(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of June 1, 2009 between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Agent for the Lenders (as defined below) ("Secured Party").

WITNESSETH

A. WHEREAS, pursuant to that certain TriNet HR Corporation Revolving Credit and Term Loan Agreement made as of June 1, 2009 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), by and among the financial institutions from time to time signatory thereto (individually a "Lender," and any and all such financial institutions collectively the "Lenders"), the Secured Party, TriNet HR Corporation ("Company"), Gin Acquisition, Inc. (together with its successors and assigns, including Gevity HR, Inc., as successor by merger upon consummation of the Gevity Acquisition (as defined in the Credit Agreement), collectively, "Gevity"), (Company and Gevity, each a "Borrower", and together "Borrowers") and TriNet Group, Inc., the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered that certain Security Agreement, dated as of June 1, 2009 to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of

the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations (except for "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), and any renewals thereof, including, without limitation, each registration and application identified on Schedule 1.1 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark Licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any

Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Lenders under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Lenders in accordance with Section 12.11(b) of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

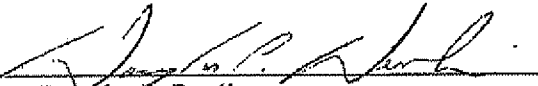
SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

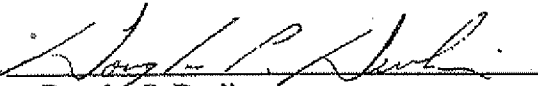
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

GEVITY HR, INC.

By: 
Name: Douglas P. Devlin
Title: Chief Financial Officer and Chief Operating Officer

TRINET HR CORPORATION (f/k/a TRINET ACQUISITION CORPORATION)

By: 
Name: Douglas P. Devlin
Title: Chief Financial Officer and Chief Operating Officer

SECURED PARTY:

COMERICA BANK, as Agent

By: Lorraine M. Snel
Name: Lorraine M. Snel
Title: Vice President - Western Market

Signature page to Trademark Security Agreement
(927115)

TRADEMARK
REEL: 004007 FRAME: 0096

SCHEDULE 1.1

TRADEMARK COLLATERAL

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
GEVITY PROJECT GREEN (and Design)	77/585235	n/a	10/3/2008	n/a	Gevity HR, Inc. (a Florida corporation)
PROJECT GREEN (and Design)	77/585232	n/a	10/3/2008	n/a	Gevity HR, Inc. (a Florida corporation)
MARCH FORTH. TAKE THE DAY OFF TO TAKE THE DAY ON. MARCH 4 (and Design)	77/574240	n/a	9/19/2008	n/a	Gevity HR, Inc. (a Florida corporation)
MARCH FORTH DAY	77/574229	n/a	9/19/2008	n/a	Gevity HR, Inc. (a Florida corporation)
MARCH 4 (and Design)	77/574234	n/a	9/19/2008	n/a	Gevity HR, Inc. (a Florida corporation)
MARCH FORTH	77/574247	n/a	9/19/2008	n/a	Gevity HR, Inc. (a Florida corporation)
MARCH FORTH. TAKE THE DAY OFF TO TAKE THE DAY ON.	77/574166	n/a	9/19/2008	n/a	Gevity HR, Inc. (a Florida corporation)
THE GEVITY EDGE	77/409525	3,508,374	2/29/2008	9/30/2008	Gevity HR, Inc. (a Florida corporation)
GEVITY GP PERKS (and Design)	77/229430	3,525,191	7/13/2007	10/28/2008	Gevity HR, Inc. (a Florida corporation)
GEVITY PERKS	77/229424	3,525,190	7/13/2007	10/28/2008	Gevity HR, Inc. (a Florida corporation)
GEVITY KNOWLEDGE	77/227406	3,558,353	7/11/2007	1/6/2009	Gevity HR, Inc. (a Florida corporation)

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
THE GREATEST HUMAN RESOURCE IS THE HUMAN SPIRIT	77/227389	3,425,787	7/11/2007	5/13/2008	Gevity HR, Inc. (a Florida corporation)
GEVITY ONTRACK	77/222588	n/a	7/5/2007	n/a	Gevity HR, Inc. (a Florida corporation)
MARCH FORTH	77/090657	n/a	1/25/2007	n/a	Gevity HR, Inc. (a Florida corporation)
MARCH 4 (and Design)	77/084461	n/a	1/17/2007	n/a	Gevity HR, Inc. (a Florida corporation)
MARCH FORTH. TAKE THE DAY OFF TO TAKE THE DAY ON. MARCH 4 (and Design)	77/084458	n/a	1/17/2007	n/a	Gevity HR, Inc. (a Florida corporation)
MARCH FORTH. TAKE THE DAY OFF TO TAKE THE DAY ON.	77/084453	n/a	1/17/2007	n/a	Gevity HR, Inc. (a Florida corporation)
MARCH FORTH DAY	77/084451	n/a	1/17/2007	n/a	Gevity HR, Inc. (a Florida corporation)
G (stylized letters)	77/080673	3,454,559	1/11/2007	6/24/2008	Gevity HR, Inc. (a Florida corporation)
GEVITY EDGE ADVANTAGE	77/080566	n/a	1/11/2007	n/a	Gevity HR, Inc. (a Florida corporation)
GEVITY EDGE	77/054211	3,423,610	11/30/2006	5/6/2008	Gevity HR, Inc. (a Florida corporation)
GEVITY ONSITE	77/054206	3,423,609	11/30/2006	5/6/2008	Gevity HR, Inc. (a Florida corporation)
GEVITY ONLINE	77/054220	3,423,611	11/30/2006	5/6/2008	Gevity HR, Inc. (a Florida corporation)
GEVITY ONCALL	77/054215	3,340,731	11/30/2006	11/20/2007	Gevity HR, Inc. (a Florida corporation)

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
GEVITY EDGE SELECT	77/054218	n/a	11/30/2006	n/a	Gevity HR, Inc. (a Florida corporation)
GEVITY	78/729157	3,219,607	10/7/2005	3/20/2007	Gevity HR, Inc. (a Florida corporation)
GEVITY HR	n/a	T2002486	n/a	5/3/2002	Gevity HR, Inc. (a Florida corporation)
G (and Design)	76/299844	2,671,474	8/15/2001	1/7/2003	Gevity HR, Inc. (a Florida corporation)
GEVITY HR	76/299651	2,617,829	8/13/2001	9/10/2002	Gevity HR, Inc. (a Florida corporation)
G (and Design)	76/277690	2,698,545	6/28/2001	3/18/2003	Gevity HR, Inc. (a Florida corporation)
TRINET	76/021680	2,652,393	4/10/2000	11/19/2002	TriNet Acquisition Corporation
TRINET	76/021683	2,537,295	4/10/2000	2/5/2002	TriNet Acquisition Corporation
VENTURE TALENT	75/389384	2,224,029	11/13/1997	2/16/1999	TriNet Acquisition Corporation
VENTURE TALENT	75/389358	2,224,028	11/13/1997	2/16/1999	TriNet Acquisition Corporation
VENTURE TALENT	75/389385	2,220,381	11/13/1997	1/26/1999	TriNet Acquisition Corporation
TRINET EMPLOYER GROUP	74/445080	2,028,090	10/7/1993	1/7/1997	TriNet Acquisition Corporation