

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
Avue Technologies Corporation		07/18/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ICG Holdings, Inc.
Street Address:	Pencador Corporate Center
Internal Address:	100 Lake Drive, Suite 4
City:	Newark
State/Country:	DELAWARE
Postal Code:	19702
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2921592	AVUE DIGITAL SERVICES
Serial Number:	76582027	GETTING IT DONE.
Serial Number:	76581875	HR ON DEMAND
Serial Number:	76581749	ON DEMAND HR
Serial Number:	76589828	AVUE
Serial Number:	76595246	AVUE ENTERPRISE DIRECT
Serial Number:	76595247	JOE AVUE
Serial Number:	76596101	AVUE WORKFORCE SERVICES
Serial Number:	76596321	AVUE NAVIGATOR
Serial Number:	76602616	AVUE ATLAS
Serial Number:	76602614	ACCREDITCHECK
Serial Number:	76602617	ACCREDICHECK
Serial Number:	76602613	BACKCHK

CH \$490.00 2921592

Serial Number:	76604624	EXTREME HR
Serial Number:	78599047	ON LINE. ALL THE TIME.
Serial Number:	78611539	ATM OF HR
Serial Number:	78611558	AVUE. ANYTHING ELSE IS FOR AMATEURS.
Registration Number:	2415406	OF, BY, AND FOR MANAGEMENT
Registration Number:	2420880	

CORRESPONDENCE DATA

Fax Number: (215)655-2783

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215.994.2783

Email: matthew.smith@dechert.com

Correspondent Name: Matthew T. Smith, Dechert LLP

Address Line 1: 4000 Bell Atlantic Tower

Address Line 2: 1717 Arch Street

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

NAME OF SUBMITTER:	Matthew T. Smith
Signature:	/Matthew T. Smith/
Date:	07/26/2005

Total Attachments: 15

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into to be effective as of July 18, 2005 by and between Avue Technologies Corporation, a Delaware corporation having its principal place of business at 1145 Broadway Plaza, Suite 800, Tacoma, WA 98402 ("Borrower"), and ICG Holdings, Inc., a Delaware corporation having its principal place of business at Pencador Corporate Center, 100 Lake Drive, Suite 4, Newark, Delaware 19702 ("Secured Party").

SECTION 1. Preliminary Statements.

(a) Borrower has executed and delivered this Agreement to Secured Party in order to induce Secured Party to accept the Note Purchase Agreement executed and delivered by Borrower contemporaneously herewith (such agreement, as it may hereafter be amended or otherwise modified is hereinafter referred to as the "Note Purchase Agreement") and to purchase seven hundred fifty thousand dollars (\$750,000) in aggregate principal amount of a note of the Borrower (the "Note") pursuant to the Note Purchase Agreement.

(b) All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the Note Purchase Agreement or the Security Agreement dated as of the date hereof by and among Borrower and Secured Party (the "Security Agreement").

SECTION 2. Grant of Security. As security for the full and prompt performance of all of the Obligations (as defined in the Security Agreement) and as it may be modified, amended, renewed, consolidated, replaced or extended, Borrower hereby assigns, pledges and grants to Secured Party a lien on and security interest in Borrower's entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, whether the foregoing are domestic or foreign, including, without limitation, each registration, and application listed on Schedule I, attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights, as hereinafter defined, (vi) trade dress, (vii) all customer and other lists related to any of the foregoing, and (viii) together in each case with the goodwill of Borrower's business connected with the use of, and symbolized by any of the foregoing.

SECTION 3. Trademark License Rights.

For purposes of this Agreement, "Trademark License Rights" shall mean Borrower's entire right, title and interest in, to and under all license agreements with any Person (as defined

in the Note), whether Borrower is licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule I, with respect to any trademarks, service marks, trade names and trade dress and all rights thereto and thereunder.

SECTION 4. Representations and Warranties. Borrower represents and warrants as follows:

(a) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, all pledges, assignments, releases and covenants by Borrower not to sue any other Person in respect of Trademark Collateral except as otherwise set forth on Schedule I.

(b) Each trademark and service mark registration, and application for trademark or service mark registration identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and each application for trademark and service mark registration is, to the best of Borrower's knowledge, valid, registered or registrable and enforceable.

(c) Except as set forth on Schedule I, Borrower has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral other than in the ordinary course of its business.

(d) Borrower has used reasonable and proper statutory notice in connection with its use of each registered trademark and service mark to the extent necessary to protect Borrower's statutory rights therein.

(e) The Trademark License Rights are in full force and effect, and Borrower is not in default of any of the Trademark License Rights and no event has occurred which with notice or the passage of time, or both, might constitute a default by Borrower under the Trademark License Rights.

(f) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of Uniform Commercial Code financing statements naming Borrower as "debtor" and Secured Party as "secured party" in the appropriate filing offices, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body is currently or is reasonably expected to be required either (i) for the grant by Borrower of the liens and security interests granted hereby or for the execution, delivery or performance of this Agreement by Borrower, or (ii) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder.

SECTION 5. Further Assurances.

(a) Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that Secured Party may reasonably request, in order (i) to continue, perfect and

protect the assignment and the security interest granted or purported to be granted hereby or (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, each Borrower will execute and file such financing or continuation statements, or amendments hereto, and such other instruments or notices, as may be necessary, or as Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(b) Borrower hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Trademark Collateral without the signature of Borrower where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Borrower will furnish to Secured Party from time to time statements and schedules and further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail.

(d) Borrower agrees that, should it obtain an ownership interest in any Trademark License Rights, trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration during the term of this Agreement, (i) the provisions of Section 2 shall automatically apply to any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, and (ii) any such Trademark License Rights, mark, registration, or application, together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. In addition, should Borrower obtain an ownership interest in any Trademark License Rights, trademark or service mark registration, or application for trademark or service mark registration during the term of this Agreement, Borrower shall, on the written request of Secured Party, promptly provide Secured Party with written notice thereof. Borrower authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademark License Rights, trademark or service mark registration, or application for trademark or service mark registration which becomes part of the Trademark Collateral under this Section.

(e) With respect to any trademark that Borrower, in the exercise of its reasonable business judgment, deems necessary to the conduct of Borrower's business, Borrower agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent that Borrower, in the exercise of its reasonable business judgment, deems it necessary or desirable to the conduct of its business, Borrower agrees to take corresponding steps with respect to each new or other registered trademark, service mark

trademark or service mark registration, and application for trademark or service mark registration to which Borrower is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by Borrower. Borrower shall not abandon any right to file an application for trademark or service mark registration, or abandon any pending application, registration, trademark or service mark, unless Borrower, in the exercise of its reasonable business judgment, determines that (i) the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary or desirable in the conduct of Borrower's business, or (ii) the prosecution or maintenance of such registration or application is no longer in the best interests of Borrower's business.

(f) Borrower agrees to notify Secured Party promptly and in writing if Borrower learns (i) that any material item of the Trademark Collateral may become abandoned; (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the Trademark License Rights. Notwithstanding anything herein to the contrary, however, Borrower shall have no obligation to agree to notify Secured Party about office actions or other routine communications with the United States Patent and Trademark Office regarding to prosecution or maintenance of any item of the Trademark Collateral.

(g) If Borrower becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by a third party, Borrower shall promptly notify Secured Party and shall promptly take such actions as Borrower shall reasonably deem appropriate under the circumstances to protect such Trademark Collateral. Any expenses incurred in connection with such activities shall be borne by Borrower.

(h) Borrower shall continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark to the extent necessary to protect Borrower's statutory rights therein.

SECTION 6. Transfers and Other Liens. Borrower shall not:

(a) except as otherwise provided for in this Agreement, sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral, except that Borrower may license any Trademark Collateral in the ordinary course of Borrower's business, provided that Borrower has determined in good faith that such license is necessary or desirable in the conduct of Borrower's business;

(b) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Trademark Collateral; or

(c) take any other action in connection with any of the Trademark Collateral that would impair the value of the interests or rights thereunder of Borrower.

SECTION 7. Secured Party Appointed Attorney-in-Fact. Borrower hereby irrevocably appoints Secured Party as Borrower's attorney-in-fact, with full authority in Borrower's place, stead and on behalf of Borrower and in Borrower's name or otherwise, from time to time in

Secured Party's sole and absolute discretion, to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) if any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral;

(b) if any Event of Default shall have occurred and be continuing, to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) if any Event of Default shall have occurred and be continuing, to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral; and

(d) if any Event of Default shall have occurred and be continuing and Borrower fails or refuses to execute and deliver forthwith any and all documents necessary or advisable to transfer title to the Trademark Collateral after Secured Party's request, to execute any or all documents on Borrower's behalf to record title to any or all of the Trademark Collateral in the name of the purchaser after any sale thereof.

SECTION 8. Secured Party May Perform.

(a) If Borrower fails to perform any of its obligations contained herein, Secured Party may itself perform, or cause performance of, such obligations, and the expenses of Secured Party incurred in connection therewith shall be payable by Borrower under Section 11(b) hereof.

(b) Secured Party, or its designated representatives, shall have the right, at all times, to inspect Borrower's premises and to examine Borrower's books, records and operations relating to the Trademark Collateral.

SECTION 9. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon Secured Party to exercise any such powers.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing:

(a) Secured Party may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein (including without limitation the rights set forth in Section 7 hereof) or otherwise available to Secured Party, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral), and also may (i) exercise any and all rights and remedies of Borrower under or otherwise in respect of the Trademark Collateral; (ii) assign or license the Trademark Collateral or any part thereof, to any Person, and (iii) without notice except as specified below, sell the

Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and Borrower shall supply to Secured Party or its designee Borrower's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and Borrower's customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Borrower agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to Borrower of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by Borrower under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Borrower and shall be forthwith paid over to Secured Party in the same form as so received (with any necessary endorsement).

(c) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Secured Party pursuant to Section 11) in whole or in part by Secured Party against, all or any part of the Obligations, in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 11. Indemnity and Expenses.

(a) Borrower agrees to and does hereby indemnify and hold Secured Party harmless from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement or the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from Secured Party's bad faith or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Borrower will upon demand pay to Secured Party the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and disbursements of its counsel and of any experts and agents, which Secured Party may incur in connection with any and all of the following (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the

Trademark Collateral, (iii) the exercise or enforcement of any of Secured Party's rights hereunder, or (iv) the failure by Borrower to perform or observe any of the provisions hereof.

SECTION 12. Assignment. Without Secured Party's prior written consent, which Secured Party may withhold under any circumstances, Borrower will not assign or in any way transfer, by operation of law or otherwise, this Agreement, the Obligations or any of its rights or obligations thereunder or hereunder. Prior to an Event of Default, Secured Party may assign this Agreement or any of its rights or obligations hereunder without consent of or notice to Borrower in connection with the permitted transfer or assignment of Secured Party's Note. After an Event of Default, Secured Party may assign this Agreement or any of its rights or obligations hereunder, whether for security or otherwise, without consent of or notice to Borrower. Upon notice of assignment and direction, Borrower will perform the Obligations directly to the assignee thereof and will not assert against any assignee, as a claim, defense, counterclaim, setoff, cross-claim, cross-complaint or otherwise, any dispute or claim which Borrower may have against Secured Party.

SECTION 13. Amendments, Waivers, Consents. No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower herefrom shall in any event be effective unless such amendment or waiver shall be in writing and signed by Secured Party, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 14. Notices. Any notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed and given to the party to be notified at the address set forth in, and in the manner required by the Note Purchase Agreement.

SECTION 15. General.

(a) This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect until payment in full of the Obligations in full, (ii) be binding upon Borrower, its successors and assigns, and (iii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party, its successors, transferees and assigns.

(b) Upon the final payment in full and satisfaction of the Obligations of the Secured Party to Borrower under the Note, the liens and security interests granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Borrower. Upon any such termination, Secured Party will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

(c) If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

(d) This Agreement shall be governed by, and construed in accordance with, the local laws of the State of Delaware, except to the extent that the validity or perfection of the security

interests hereunder, or remedies hereunder, in respect of any particular Trademark Collateral are governed by the law of the United States or any other jurisdiction other than the State of Delaware.

(e) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO ENTER INTO THIS AGREEMENT AND TO EXTEND CREDIT TO BORROWER, BORROWER AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF SECURED PARTY, ITS SUCCESSORS AND ASSIGNS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT CHESTER COUNTY, PENNSYLVANIA. SECURED PARTY AND BORROWER EACH CONSENT TO AND SUBMIT TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT CHESTER COUNTY, PENNSYLVANIA HAVING JURISDICTION OVER THE SUBJECT MATTER, WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER AND SECURED PARTY AT THEIR RESPECTIVE ADDRESSES AS SET FORTH IN THE NOTE PURCHASE AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) BUSINESS DAYS AFTER SUCH PROCESS SHALL HAVE BEEN DEPOSITED IN THE U.S. MAIL, POSTAGE PREPAID. BORROWER WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

(f) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO BORROWER, BORROWER AND SECURED PARTY EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT.

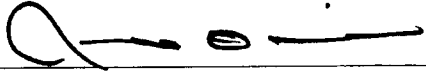
(g) The captions in this Agreement are for reference purposes only and shall not relate to or affect in any way the construction or interpretation hereof.

(h) The representations, warranties, covenants and agreements contained herein or in any Schedule attached hereto shall survive the execution hereof.

IN WITNESS WHEREOF, Borrower and Secured Party have, by their respective duly authorized officers, signed this Agreement as of the date and year first above written.

BORROWER:

AVUE TECHNOLOGIES CORPORATION

By: 

Name: JAMES D. MILLER

Title: CO-CEO

SECURED PARTY:

ICG HOLDINGS, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Borrower and Secured Party have, by their respective duly authorized officers, signed this Agreement as of the date and year first above written.

BORROWER:

AVUE TECHNOLOGIES CORPORATION


By: _____

Name: _____

Title: _____

SECURED PARTY:

ICG HOLDINGS, INC.

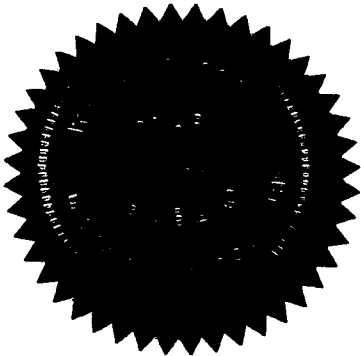
By:  _____

Name: Suzanne Niemeyer

Title: Vice President

Washington
STATE OF _____) SS:
COUNTY OF District of Columbia

The foregoing Trademark Security Agreement was executed and acknowledged before me this 18 day of July, 2005, by James David Miller personally known to me to be the Co-CEO of Avue Technologies Corporation, a Delaware corporation, on behalf of such corporation.



Wm. C. Cook
Notary Public

My Commission Expires: 4/14/09

COMMONWEALTH
STATE OF PENNSYLVANIA

COUNTY OF Chester)
) ss

On the 20th day of July, 2005, before me personally came Suzanne Nemejer, who is personally known to me to be the Vice President of ICG Holdings, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/~~he~~ is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Diane J Swiggard
Notary Public

NOTARIAL SEAL DIANE J SWIGGARD, Notary Public Tredyffrin Twp., Chester County My Commission Expires December 30, 2006
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(PLACE STAMP AND SEAL ABOVE)

Schedule I

US Trademark Registrations and Applications

See Attached

Trademark Listing as of 5/31/05

(With Crowell & Moring)

<u>MARK</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>STATUS</u>
AVUE DIGITAL SERVICES	3/12/03	78/224,447	Reg. No.: 2,921,592; Registered 1/25/05; Maintenance due between 1/25/10 and 1/25/11
GETTING IT DONE	3/18/04	76/582,027	Approved for publication 3/11/05
HR ON DEMAND	3/18/04	76/581,875	Approved for publication 5/13/05
ON DEMAND HR	3/18/04	76/581,749	Office Action issued; Response due 11/18/05
AVUE	4/30/04	76/589,828	Priority Action issued; Response due 6/17/05
AVUE ENTERPRISE DIRECT	6/2/04	76/595,246	Priority Action issued; Response due 6/17/05
JOE AVUE	6/2/04	76/595,247	Priority Action issued; Response due 6/13/05
AVUE WORKFORCE SERVICES	6/8/04	76/596,101	Priority Action issued; Response due 9/9/05
AVUE NAVIGATOR	6/8/04	76/596,321	Priority Action issued; Response due 6/13/05
AVUE ATLAS	7/16/04	76/602,616	Priority Action issued; Response due 6/17/05
ACCREDITCHECK	7/16/04	76/602,614	Notice of Publication issued 5/25/05
ACCREDITCHECK	7/16/04	76/602,617	Notice of Publication issued 5/25/05
BACKCHK	7/16/04	76/602,613	Office Action issued; Response due 8/23/05
EXTREME HR	7/29/04	76/604,624	Office Action issued; Response due 9/9/05
ONLINE.ALL THE TIME	3/31/04	78/599,047	Awaiting PTO review
ATM OF HR	4/19/05	78/611,539	Awaiting PTO review
AVUE. ANYTHING ELSE IS FOR AMATEURS	4/19/05	78/611,558	Awaiting PTO review

(Inactive)

PERFORMANCE PORTFOLIO	N/A	N/A	Searched and closed
HR EXTREME	N/A	N/A	Searched and closed
AVUE EXTREME HR	N/A	N/A	Searched and closed

Seattle-3268197.1 0041616-00041

Trademark Listing as of 5/31/05 (continued)

(Not with Crowell & Moring)

<u>MARK</u>	<u>FILED</u>	<u>SERIAL NO.</u>	<u>STATUS</u>
OF, BY AND FOR MANAGEMENT	7/30/99	75/764,483	Reg. No.: 2,415,406; Registered 12/26/00; Maintenance due between 12/26/05 and 12/26/06
SALMON DESIGN	7/30/99	75/764,499	Reg. No.: 2,420,880; Registered 10/30/00; Maintenance due between 10/30/05 and 10/30/06