

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Gallery Associates, Inc.		11/09/2005	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	Gallery Holdings, LLC		
Street Address:	2902 Evergreen Parkway		
City:	Evergreen		
State/Country:	COLORADO		
Postal Code:	80439		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	78541404	HR PLUS	
Serial Number:	78541773	INTELLIGENCE WITH DILIGENCE	
Serial Number:	78626669	SIGNATURE SOLUTION	
Registration Number:	2882823	BUILDING A GREAT WORKFORCE WITH YOU	
Registration Number:	2331767	STAT AMERICA	
Registration Number:	2399128	TQ EMPLOYMENT SCREENING	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(415)434-1600		
Email:	amcalister@howardrice.com		
Correspondent Name:	Howard, Rice, Nemerovski, Canady et al		
Address Line 1:	Three Embarcadero Center, Seventh Floor		
Address Line 4:	San Francisco, CALIFORNIA 94111		
ATTORNEY DOCKET NUMBER:	16386.0001		

CH \$165.00 78541404

NAME OF SUBMITTER:	Teresa L. Johnson
Signature:	/tlj/
Date:	11/11/2005
Total Attachments: 5 source=TM ASSIGNMENT#page1.tif source=TM ASSIGNMENT#page2.tif source=TM ASSIGNMENT#page3.tif source=TM ASSIGNMENT#page4.tif source=TM ASSIGNMENT#page5.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "**Assignment**") is made, executed, and delivered by Gallery Associates, Inc., a Colorado corporation ("**Seller**"), to Gallery Holdings, LLC, a Delaware limited liability company ("**Buyer**") as of the date set forth below pursuant to an Asset Purchase Agreement entered into by and between Seller and Buyer as of the date hereof (the "**Agreement**").

WHEREAS, Seller is the owner of (a) the trademarks, service marks, registrations for the foregoing, and applications for the foregoing set forth on the Schedule of Trademarks annexed hereto as **Schedule 1** and made a part hereof, and (b) all trademarks and service marks that Seller owns or claims in connection with the Business (as that term is defined in the Agreement), including without limitation all designs and logos associated with any of the foregoing, all translations and foreign language equivalents of any of the foregoing, all combinations of any of the foregoing, and all registrations and applications for, and all common law rights in, to, and under any of the foregoing (collectively, the "**Trademarks**"), together with the goodwill of the Business, which is represented and symbolized by the Trademarks (the "**Goodwill**"); and

WHEREAS, pursuant to the Agreement, Seller has agreed to sell, assign, transfer, convey and deliver, and Buyer has agreed to purchase, among other things, all of Seller's right, title and interest in, to and under the Trademarks, together with the Goodwill;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Seller hereby sells, assigns, transfers, and conveys to Buyer, free and clear of all encumbrances, as successor to the Business, the entire worldwide right, title and interest of Seller in, to, and under the Trademarks, together with and including (a) the Goodwill, (b) all extensions and renewals of the registrations comprising part of the Trademarks, (c) all rights to register, renew, protect and defend the Trademarks, including the right to sue and bring claims for and collect, for Buyer's own use and enjoyment, damages and any other legal or equitable remedy by reason of past, present, and future infringement, dilution, or other violation of the Trademarks, (d) all rights to any other claims arising out of or relating to the use or ownership of the Trademarks, and (e) all other rights corresponding to the Trademarks throughout the world.

Seller further authorizes Buyer and the Commissioner of Patents and Trademarks of the United States, and any official or agency of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications, assignments, and title thereto, to record the trademark registrations and applications listed in the annexed Schedule of Trademarks as the property of Buyer.

Seller will, without charge to Buyer but at Buyer's expense, cooperate with Buyer in executing and/or filing documents with the U.S. Patent and Trademark Office (the "PTO") and any equivalent agency in any foreign country as may be required to record this Assignment with the PTO or such agency and to designate Buyer as the owner of the Trademarks.

Seller will also do, execute, acknowledge, deliver, file, or record, or will assist Buyer or endeavor to cause others to do, execute, acknowledge, deliver, file, or record, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, instruments, and assurances as Buyer may reasonably request, or as may be required by the law of the United States or any foreign country, in order to convey to Buyer the rights set forth herein.

This Assignment shall be binding upon, and shall inure to the benefit of, the parties successors and assigns. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Assignment is intended to implement the provisions of the Agreement is not intended to, shall not be construed to, and does not affect or supersede the representations, warranties and covenants made by the parties in the Agreement or limit the obligations or rights of the Buyer or the Seller thereunder.

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IN WITNESS WHEREOF, the parties have executed this instrument as of this 9
day of November, 2005.

SELLER: GALLERY ASSOCIATES, INC.

By: Douglas G. Hahn

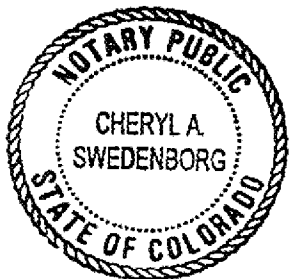
Name: DOUGLAS G. HAHN

Title: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

On this 9 day of November, 2005, before me, Cheryl Swedenborg Notary Public,
personally appeared Douglas Hahn, proved to me on the basis of satisfactory
evidence to be the person whose name is subscribed to the within instrument and acknowledged
to me that he executed the same in his/her authorized capacity, and that by his/her signature on
the instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

Cheryl Swedenborg
Notary Public

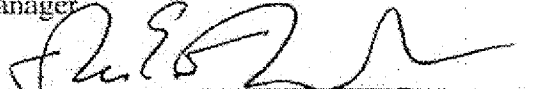


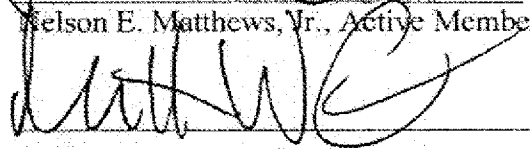
SIGNATURE PAGE TO ASSIGNMENT OF TRADEMARKS

TRADEMARK
REEL: 003193 FRAME: 0283

BUYER: GALLERY HOLDINGS, LLC
a Delaware limited liability company

By: TREGARON MANAGEMENT, LLC, its
Manager

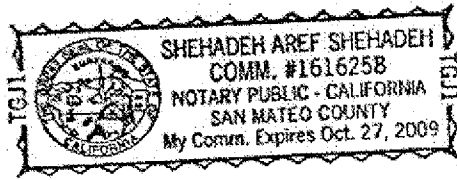

Nelson E. Matthews, Jr., Active Member


Matthew Todd Collins, Active Member

STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Clara)

On this 10 day of November, 2005, before me, Shehadeh Shehadeh, Notary Public, personally appeared Nelson E. Matthews, Jr., proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public



STATE OF CALIFORNIA)
) ss.
COUNTY OF Santa Clara)

On this 10 day of November, 2005, before me, Shehadeh Shehadeh, Notary Public, personally appeared Matthew Todd Collins, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public



SCHEDULE 1

SCHEDULE OF TRADEMARKS

REGISTERED U.S. MARKS:

MARK	REGISTRATION DATE	REGISTRATION #
BUILDING A GREAT WORKFORCE WITH YOU	September 7, 2004	2,882,823
STAT AMERICA	March 21, 2000	2,331,767
TQ EMPLOYMENT SCREENING	October 31, 2000	2,399,128

U.S. TRADEMARK APPLICATIONS:

MARK	APPLICATION DATE	APPLICATION #
HR PLUS	January 3, 2005	78,541,404
INTELLIGENCE WITH DILIGENCE	January 4, 2005	78,541,773
SIGNATURE SOLUTION	May 10, 2005	78,626,669