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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GW Premier America, Inc.	FORMERLY American Crystal Holdings, Inc.	03/08/2007	CORPORATION:
American Crystal, Inc.		03/08/2007	CORPORATION:
Advantage Human Resourcing, Inc.	FORMERLY Advantage Crystal, Inc.	03/08/2007	CORPORATION:
WillStaff, Inc.	FORMERLY WillStaff Crystal, Inc.	03/08/2007	CORPORATION:
AMS Utiliserv, Inc.		03/08/2007	CORPORATION:
Talent Tree, Inc.	FORMERLY Talent Tree Crystal, Inc.	03/08/2007	CORPORATION:
The Hestair Group, LLC		103/08/2007	LIMITED LIABILITY COMPANY:
NI Medical Support, Inc.	FORMERLY NI Crystal Medical Support, Inc.	03/08/2007	CORPORATION:
Technical Aid Corporation	FORMERLY Technical Aid Crystal, Inc.	03/08/2007	CORPORATION:
850 Managed Services, Inc.		03/08/2007	CORPORATION:
888 Consulting Group, Inc.		03/08/2007	CORPORATION:
TAC Professional Staffing Services, Inc.		03/08/2007	CORPORATION:
Technical Aid International, Inc.		03/08/2007	CORPORATION:
The Holland Group of Tennessee, Inc.		03/08/2007	CORPORATION:
SkillMaster, Inc.	FORMERLY SkillMaster Crystal, Inc.	03/08/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as Administrative and Collateral Agent
Street Address:	One Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110

TRADEMARK

900078899 **REEL: 003557 FRAME: 0885**

Entity Type: National Association:

PROPERTY NUMBERS Total: 56

Property Type	Number	Word Mark
Registration Number:	3211099	1
Registration Number:	1098953	EDP TEMPS
Registration Number:	1177574	TAC
Registration Number:	1179471	TAC TECHNICAL AID CORP. THE ACTION COMPANIES
Registration Number:	1199028	TECH/AID
Registration Number:	1455682	EDP/TEMPS AND CONTRACT SERVICES TAC 1
Registration Number:	1455683	MICROTEMPS SYSTEMS AND PROGRAMMING TAC 1
Registration Number:	2111779	TAC 1 EDP CONTRACT SERVICES
Registration Number:	2061219	TAC 1 TAC NATIONWIDE STAFFING
Registration Number:	2206043	TAC AUTOMOTIVE GROUP
Registration Number:	2259902	INTERNATIONAL IN SCOPE, LOCAL IN CHARACTER
Registration Number:	2230492	TAC WORLDWIDE COMPANIES
Registration Number:	2523581	TECHNICAL AID INTERNATIONAL
Registration Number:	2630051	TACWORKS
Registration Number:	2650824	DESKTOP MIGRATION SOLUTIONS
Registration Number:	2837390	TECHNICALLY, THE BEST
Registration Number:	3003272	DECISION LOGIC
Registration Number:	3032921	FLASH ANALYSIS
Registration Number:	2968694	FUTURESOURCE
Registration Number:	2993334	HOW WORK GETS DONE
Registration Number:	2942955	1
Registration Number:	2480505	
Registration Number:	3201718	TAC SECURED INC.
Registration Number:	3198832	THE TALENT YOU NEED FROM THE PEOPLE YOU TRUST
Registration Number:	2415344	ADVANTAGE
Registration Number:	2428029	ADVANTAGE HUMAN RESOURCING
Registration Number:	1542844	ADVANTAGE TEMPORARY SERVICES INC.
Registration Number:	2824866	WILLSTAFF
Registration Number:	2947334	WILLSTAFF
Registration Number:	2759508	TALENT TREE
Registration Number:	1164018	TALENT TREE

2123601	SKILLMASTER
1893377	P.O.W.E.R.
2389042	NI HEALTH CARE SERVICES A DIVISION OF TALENT TREE
2920365	EMPLOYHR
1484563	A NEW GENERATION IN PERSONNEL SERVICES
2870980	TMS
1163005	
1412582	TEAM
2160576	REDEFINING AMERICA'S WORKPLACE
1820114	THE HOLLAND GROUP
77082028	THE SECURITY CLEARANCE STAFFING EXPERTS
78910220	THE ADVANTAGES ARE CRYSTAL CLEAR
77021086	THE NEXT WAVE IN STAFFING
77051823	TAC WORLDWIDE
77059933	TACSOURCE
77068137	
77068175	THINK AGILE WORKFORCE
77079108	LISTEN UP!
77075170	TAC WORLDWIDE
77080751	TAC
77116858	TAC AUTOMOTIVE
77116878	TAC EUROPE
78641048	PEOPLE, TECHNOLOGY, SOLUTIONS.
78823736	HIRE THINKING
78365687	WE'VE GOT PEOPLE SKILLS
	2389042 2920365 1484563 2870980 1163005 1412582 2160576 1820114 77082028 78910220 77021086 77051823 77059933 77068137 77068175 77079108 77079108 77075170 77080751 77116858 77116878 78641048 78823736

CORRESPONDENCE DATA

Fax Number: (617)316-8263

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

Phone: 6172390632

Email: agrandy@eapdlaw.com

Correspondent Name: Adam M. Grandy

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER: 202164-11

TRADEMARK

REEL: 003557 FRAME: 0887

NAME OF SUBMITTER: Adam M. Grandy		
Signature:	/Adam M. Grandy/	
Date: 06/08/2007		
Total Attachments: 14		
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TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT (this "<u>Agreement</u>"), dated as of June 8, 2007, between each of the undersigned (each, a "<u>Grantor</u>"), and Bank of America, N.A., acting in the capacity as administrative and collateral agent for the benefit of itself and the other Secured Parties (in such capacity, the "<u>Agent</u>").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit and Security Agreement, dated as of March 31, 2006, as amended (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among GW Premier America, Inc. (formerly known as American Crystal Holdings, Inc.), a Delaware corporation ("Holdings"), The Holland Group of Tennessee, Inc., a Delaware corporation, and certain affiliates of Holdings, as joint and several co-borrowers (the "Borrowers"), the Guarantors party thereto from time to time, the Lenders party thereto from time to time, the Agent, the Issuing Lender and the Lenders have agreed to extend credit and make certain financial accommodations to the Borrowers.

WHEREAS pursuant to the Credit Agreement, each Grantor granted to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Obligations of the Credit Parties under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default shall occur and be continuing, the Agent shall have all rights of a secured party in and to the Trademark Collateral (except intent-to-use applications until such time as a verified statement of use if filed with respect to such application) and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in the Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the Intellectual Property, including the

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trademarks listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

Section 4. Credit Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Credit Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

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This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

GW PREMIER AMERICA, I	IC. (formerly known as American
Crystal Holdings, Inc.)	•
1	

Name: Daniel A. Lasman
Title: Assistant Treasurer

AMERICAN CRYSTAL, INC.

Name: Daniel A. Lasman
Title: Assistant Treasurer

ADVANTAGE HUMAN RESOURCING, ING. (formerly known as Advantage Crystal, Inc.)

Name: Daniel A. Lasman Title: Assistant Treasurer

WILLSTAFF, INC. (formerly known as WillStaff Crystal, Inc.)

Name: Daniel A. Lasman
Title: Assistant Treasurer

AMS UTILISERY, INC.

Name: Daniel A. Lasman Title: Assistant Treasurer

[Trademark Assignment Agreement Signature Page]

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TALENT TREE, INC. (formerly known as Talent Tree Crystal,
Inc.)
\ MK U K
Ву:
Name: Daniel A. Lasman
Title: Assistant Treasurer
SKILLMASTER, INC. (formerly known as SkillMaster Crystal,
Inc.)
By:
Name: Daniel A. Lasman
Title: Assistant Treasurer
THE LIBRORY TO GROUP LLC
THE HESTAIR GROUP, LLC
(AM de a.
By:
Name: Daniel A. Lasman
Title: Assistant Treasurer
Title: Assistant Treasurer
NI MEDICAL SUPPORT, INC. (formerly known as NI Crystal
Medical Support, Inc.)
Widdical Support, Inc.)
By DICE
Name: Daniel A. Lasman
Title: Assistant Treasurer
a tolor - a supramelile i lammeral
TECHNICAL AID CORPORATION (formerly known as
Technical Aid Orgstal, Inc.)
17K 11
(NII) HILLA
By:
Name: Daniel A. Lasman
Title: Assistant Treasurer

[Trademark Assignment Agreement Signature Page]

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850 MANAGED SERVICES, INC.
By: MANN
Name: Dantel A. Lasman
Title: Assistant Treasurer
888 CONSULTING GROUP, INC.
By: WYW
Name: Daniel A. Lasman
Title: Assistant Treasurer
TAC PROFESSIONAL STAFFING SERVICES, INC.
THE TROUBSIGNAL STAFFING SERVICES, INC.
By: Name: Daniel A. Lasman
Title: Assistant Treasurer
The state of the s
TECHNICAL AID INTERNATIONAL, INC.
ву: 1/1/1/1/
Name: Daniel A. Lasman
Title: Assistant Treasurer
THE HOLLAND GROUP OF TENNESSEE, INC.
(1/1K/VI) 12

[Trademark Assignment Agreement Signature Page]

Name: Daniel A. Lasman Title: Assistant Treasurer

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AGENT:

BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent

Name: Christopher Godfrey Title: Senior Vice President

(Trademark Assignment Agreement Signature Page)

SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

Technical Aid Corporation

Trademark	Jurisdiction	Status	Reg/App Number	Date
TAC WORLDWIDE	AR	Proposed	N/A	N/A
TAC	AU	Published	1141037	10/13/2006
TAC WORLDWIDE	AU	Filed	N/A	4/12/2007
TAC WORLDWIDE	BR	Proposed	N/A	N/A
TECHNICALLY THE BEST	CA	Registered	TMA662968	4/21/2006
DECISION LOGIC	CA	Registered	TMA662600	4/12/2006
Miscellaneous Design	CA	Registered	TMA663131	4/21/2006
TAC WORLDWIDE COMPANIES	CA	Registered	TMA632777	2/15/2005
TAC	CA	Filed	1303316	5/17/2006
PEOPLE TECHNOLOGY SOLUTIONS	CA	Filed	1259603	6/1/2005
TAC WORLDWIDE	CA	Filed	N/A	4/12/2007
TAC	CN	Filed	N/A	10/17/2006
TAC WORLDWIDE	CN	Filed	N/A	4/13/2007
1 TAC TECHNICAL AID INTERNATIONAL & DESIGN	EM	Registered	1485481	3/5/2001
FETCH!	EM	Registered	1245091	10/10/2000
LET THE BEST JOBS WORK FOR YOU	EM	Registered	1245117	10/3/2000
FETCHJOBS.COM	EM	Registered	1245125	12/4/2000
STYLIZED MAN (DESIGN)	EM	Registered	1245034	2/7/2001
THE WAY THE 21ST CENTURY WORKS	EM	Registered	1241181	2/7/2001

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<u>Trademark</u>	Jurisdiction	Status	Reg/App Number	<u>Date</u>
TACWODYC				
TACWORKS	EM	Registered	1445147	2/7/2001
TECHNICALLY THE BEST	EM	Registered	2999811	9/6/2004
MISC DESIGN	EM	Registered	3032760	5/18/2004
TAC WORLDWIDE COMPANIES	EM	Registered	3214129	11/17/2004
TAC	EM	Published	5138227	5/23/2006
TAC WORLDWIDE COMPANIES	EM	Proposed	N/A	N/A
TECHNICAL AID INTERNATIONAL	EM	Proposed	N/A	N/A
DESIGN LOGIC (BLOCK)	EM	Filed	3529864	11/7/2003
TAC WORLDWIDE	EM	Filed	005842414	4/19/2007
TAC WORLDWIDE	HK	Filed	300854406	4/19/2007
TAC	IN	Filed	N/A	10/16/2006
TAC WORLDWIDE	IN	Filed	N/A	4/18/2007
TAC WORLDWIDE	JP	Proposed	N/A	N/A
TAC	JP	Filed	2006096447	10/17/2006
TAC	NZ	Published	757161	10/16/2006
TAC WORLDWIDE	NZ	Proposed	N/A	N/A
TAC WORLDWIDE	RU	Proposed	N/A	N/A
LOGO	USA	Registered	3211099	2/20/2007
EDP/TEMPS AND DESIGN	USA	Registered	1098953	8/8/1978
TAC & DESIGN	USA	Registered	1177574	11/10/1981
TAC TECHNICAL AID CORP. THE ACTION COMPANIES AND DESIGN	USA	Registered	1179471	11/24/1981
TECH/AID	USA	Registered	1199028	6/22/1982
EDP/TEMPS AND DESIGN	USA	Registered	1455682	9/1/1987
MICROTEMPS AND DESIGN	USA	Registered	1455683	9/1/1987

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Trademark	Jurisdiction	Status	Reg/App Number	Date
EDP CONTRACT SERVICES	USA	Registered	2111779	11/11/1997
TAC NATIONWIDE STAFFING AND DESIGN	USA	Registered	2061219	5/13/1997
TAC AUTOMOTIVE GROUP	USA	Registered	2206043	11/24/1998
INTERNATIONAL IN SCOPE, LOCAL IN CHARACTER	USA	Registered	2259902	7/9/1999
TAC WORLDWIDE COMPANIES	USA	Registered	2230492	3/9/1999
TECHNICAL AID INTERNATIONAL	USA	Registered	2523581	6/18/1999
TACWORKS	USA	Registered	2630051	2/19/2002
DESKTOP MIGRATION SOLUTIONS	USA	Registered	2650824	10/8/2002
TECHNICALLY THE BEST	USA	Registered	2837390	12/4/2002
DECISION LOGIC	USA	Registered	3003272	4/27/2004
FLASH ANALYSIS	USA	Registered	3032921	10/4/2005
FUTURESOURCE	USA	Registered	2968694	12/20/2005
HOW WORK GETS DONE	USA	Registered	2993334	7/12/2005
MISC DESIGN	USA	Registered	2942955	9/6/2005
STYLIZED MAN (DESIGN)	USA	Registered	2480505	3/16/1999
CONNECTIT	USA	Proposed	N/A	N/A
START	USA	Proposed	N/A	N/A
THE SECURITY CLEARANCE STAFFING EXPERTS	USA	Filed	77/082028	1/12/2007
THE ADVANTAGES ARE CRYSTAL CLEAR	USA	Filed	78/910220	6/16/2006
THE NEXT WAVE IN STAFFING	USA	Filed	77/021086	10/13/2006
TAC WORLDWIDE	USA	Filed	77/051823	11/28/2006
TACSOURCE	USA	Filed	77/059933	12/8/2006
Decision Logic Logo	USA	Filed	77/068137	12/20/2006

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Trademark	Jurisdiction	Status	Reg/App Number	Date
THINK AGILE WORKFORCE	USA	Filed	77/068175	12/20/2006
LISTEN UP!	USA	Filed	77/079108	1/9/2007
TAC WORLDWIDE & Design	USA	Filed	77/075170	1/3/2007
TAC	USA	Filed	77/080751	1/11/2007
TAC AUTOMOTIVE	USA	Filed	77/116858	2/27/2007
TAC EUROPE	USA	Filed	77/116878	2/27/2007
24 U.S. TM MATTERS	USA	Closed †	N/A	N/A
TAC ENGINEERING RESOURCES	USA	Closed †	2343954	4/18/2000
FETCH!	USA	Closed †	2422012	1/16/2001
VALUETRACK	USA	Closed †	2539689	7/24/2000
PEOPLE TECHNOLOGY SOLUTIONS	USA	Allowed	78/641048	6/1/2005
TAC	ZA	Filed	200624561	10/16/2006
TAC WORLDWIDE	ZA	Filed	N/A	4/25/2007
CONTRACT PROFESSIONAL	CA	Registered	TMA493839	8/20/98
TAC SECURED INC.	USA	Registered	3201718	1/23/2007
THE TALENT YOU NEED FROM THE PEOPLE YOU TRUST	USA	Registered	3198832	1/16/2007
TAC PROFESSIONAL RECRUITERS	USA	Cancelled	1264448	1/17/84
TAC STAFFING SERVICES	USA	Cancelled	2237239	4/6/1999
TAC TECHNICAL AID INTERNATIONAL & DESIGN	USA	Abandoned	75/129274	6/2/96
CONTRACT PROFESSIONAL	AU	Abandoned	724982	1/2/97
CONTRACT PROFESSIONAL	CA	Registered	TMA4938939	8/20/98
CONTRACT PROFESSIONAL	IRELAND	Abandoned	0004-97	1/2/97
CONTRACT PROFESSIONAL	UK	Abandoned	2119716	1/3/97

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Trademark	Jurisdiction	<u>Status</u>	Reg/App Number	Date
CONTRACT PROFESSIONAL	USA	Cancelled	2986170	9/9/97
DMS	USA	Abandoned	76/109078	11/14/00
FETCHJOBS.COM	USA	Abandoned	75/661793	3/16/99
HOME CARE P.R.N.	USA	Abandoned	73/390215	9/27/82
LET THE BEST JOBS WORK FOR YOU	USA	Abandoned	75/661794	3/16/99
PEOPLE WHO'LL WORK BEST FOR YOU, WORK FOR US	USA	Cancelled	1286382	7/17/84
TAC 1 EDP/TEMPS AND DESIGN	USA	Abandoned	73/475831	4/16/84
TAC/MEDICAL SERVICES	USA	Cancelled	1257838	11/15/83
TAC/NIQUE	USA	Cancelled	1792174	9/7/2003
TAC/TEMPS	USA	Cancelled	1261908	11/20/83
TACWORKS	USA	Abandoned	75/415739	1/9/98
THE WAY THE 21 ST CENTURY WORKS	USA	Abandoned	75/661792	3/16/99
WE'LL DELIVER IT FOR YOU	USA	Abandoned	75/783535	8/24/99
STAFFING THE GLOBAL ECONOMY	USA	Abandoned	75/753678	N/A

[†] The closed marks are still live, but the company has determined not to pursue them.

Advantage Human Resourcing, Inc.

<u>Trademark</u>	Jurisdiction	Status	Reg/App Number	<u>Date</u>
HIRE THINKING	USA	Published	78/823736	2/27/2006
ADVANTAGE	USA	Registered	2415344	12/26/2000
ADVANTAGE HUMAN RESOURCING	USA	Registered	2428029	2/13/2001

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Trademark	Jurisdiction	Status	Reg/App Number	Date
ADVANTAGE TEMPORARY SERVICES INC.	USA	Registered	1542844	6/6/1989
LINKING TALENT WITH BUSINESS	USA	Registered	N/A?	N/A
THE FUTURE OF WORK	USA	Registered	N/A?	N/A

WillStaff, Inc.

<u>Jurisdiction</u>	Status	Reg/App Number	<u>Date</u>
USA	Registered	2824866	3/23/2004
7701	n 1	20.4722.4	5.40.0005
USA	Registered	2947334	5/10/2005
		USA Registered	USA Registered 2824866

AMS Utiliserv, Inc.

Trademark	Jurisdiction	Status	Reg/App Number	Date
_				
AMS UTILISERV	N/A	Unregistered	N/A	N/A

Talent Tree, Inc.

<u>Trademark</u>	<u>Jurisdiction</u>	Status	Reg/App Number	Date
Tree Logo Design	CA	Registered	431174	7/29/1994
TALENT TREE	CA	Registered	456373	4/5/1996

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<u>Trademark</u>	Jurisdiction	Status	Reg/App Number	Date
TALENT TREE	USA	Registered	2759508	9/2/2003
TALENT TREE	USA	Registered	1164018	8/4/1981
SKILLMASTER	USA	Registered	2123601	12/23/1997
P.O.W.E.R.	USA	Registered	1893377	5/9/1995
NI HEALTH CARE SERVICES A DIVISION OF TALENT TREE †	USA	Registered	2389042	9/26/2000
EMPLOYHR	USA	Registered	2920365	1/25/2005
THE GENERATION IN PERSONNEL SERVICES	USA	Registered	1484563	4/12/1988
TMS	USA	Registered	2870980	8/10/2004
TREE LOGO DESIGN	USA	Registered	1163005	7/28/1981
TEAM (STYLIZED)	USA	Registered	1412582	N/A ?
WE'VE GOT PEOPLE SKILLS	USA	Registered	78/365687	N/A ?
ADMIRAL	CT	Registered	20922	4/11/00
ADMIRAL WITH ANCHOR LOGO	CT	Registered	20921	4/10/00

[†] Owned by Talent Tree, Inc., and not NI Medical Support, Inc.

SkillMaster, Inc.

Trademark	Jurisdiction	Status	Reg/App Number	Date
REDEFINING AMERICA'S WORKPLACE	USA	Registered	2160576	5/26/1998

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The Holland Group of Tennessee, Inc.

Reg/App Number
Serial #: 74/389098 Reg #: 1820114

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RECORDED: 06/08/2007