

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-----------------------|
| Talent Tree, Inc. | | 06/08/2007 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|---|
| Name: | Harris N.A., as Agent |
| Street Address: | 111 West Monroe Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 2759508 | TALENT TREE |
| Registration Number: | 1164018 | TALENT TREE |
| Registration Number: | 2123601 | SKILLMASTER |
| Registration Number: | 1893377 | P.O.W.E.R. |
| Registration Number: | 2389042 | NI HEALTH CARE SERVICES A DIVISION OF TALENT TREE |
| Registration Number: | 2920365 | EMPLOYHR |
| Registration Number: | 1484563 | A NEW GENERATION IN PERSONNEL SERVICES |
| Registration Number: | 2870980 | TMS |
| Registration Number: | 1163005 | |
| Registration Number: | 1412582 | TEAM |
| Serial Number: | 78365687 | WE'VE GOT PEOPLE SKILLS |

CORRESPONDENCE DATA

Fax Number: (312)803-5299

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

CH \$290.00 2759508

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: | 1659630 |
| NAME OF SUBMITTER: | Richard Kalwa |
| Signature: | /richard kalwa/ |
| Date: | 06/11/2007 |

Total Attachments: 4
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TRADEMARK COLLATERAL AGREEMENT

This 8th day of June, 2007, Talent Tree, Inc., a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 9703 Richmond Ave., Houston, TX 77042, 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 HARRIS N.A. ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent and collateral agent hereunder for the Lenders as defined in the Second Lien Credit and Security Agreement referred to below, and its successors and assigns (Harris acting as such administrative agent and collateral agent and any successor or assign to Harris acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Lenders 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 Obligations of Debtor and its affiliates as set out in that certain Second Lien Credit and Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor, the Lenders party thereto, and the Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

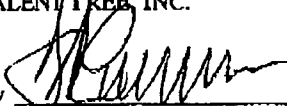
Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without 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 the Agent on such Intent-To-Use Application as collateral security for the 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 Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the 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.

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

TALENT TREE INC.

By  _____
Name _____
Title _____

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

HARRIS N.A., AS AGENT

By _____
Name _____
Title _____

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


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

TALENT TREE, INC.

By _____
Name _____
Title _____

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

HARRIS N.A., AS AGENT

By  _____
Name **Mark W. Plekos**
Title **Managing Director**

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

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