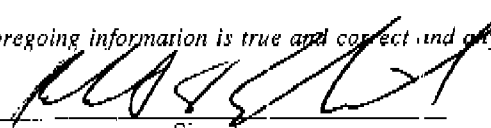


Form PTO-159-4 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>Technical Aid Corporation</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <u>Massachusetts</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Harris N.A., as Agent</u> Internal Address: _____ Street Address: <u>111 West Monroe Street</u> City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u> <input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> A subsidiary of _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>National Banking Association (U.S.)</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached</small> <input type="checkbox"/> Yes <input type="checkbox"/> No <small>(Designations must be a separate document from assignment)</small> Additional names(s) & address(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>June 8, 2007</u>	4. Application number(s) or trademark number(s): A. Trademark Application No.(s) <u>See Schedule A, attached</u> B. Trademark Registration No.(s) <u>See Schedule A, attached</u> Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert J. Schneider</u> Internal Address: <u>Chapman and Cutler LLP</u> _____ Street Address: <u>111 West Monroe Street</u> _____ City: <u>Chicago</u> State: <u>IL</u> ZIP: <u>60603</u>	6. Total number of applications and trademarks involved: 40 _____ 7. Total fee (37 CFR 3.41) <u>\$ 1,015.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0305</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small> Attorney Docket No. <u>1659630</u>	
DO NOT USE THIS SPACE		
9. Statement and signature: <i>To the best of my knowledge and belief, the foregoing information is true and correct and only attached copy is a true copy of the original document.</i> <u>Robert J. Schneider</u>  <u>June 11, 2007</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document: 6		

CH \$1016.00 500306 77082028

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:
United States Patent and Trademark Office, Box Assignments
Washington, DC 20231

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Reg/App Number</u>	<u>Date</u>
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
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

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Status</u>	<u>Reg/App Number</u>	<u>Date</u>
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
TAC ENGINEERING RESOURCES	USA	Closed †	23 43954	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 SECURED INC.	USA	Registered	3201718	1/23/2007
THE TALENT YOU NEED FROM THE PEOPLE YOU TRUST	USA	Registered	3198832	1/16/2007

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

TRADEMARK COLLATERAL AGREEMENT

This 8th day of June, 2007, Technical Aid Corporation, a Massachusetts corporation ("*Debtor*") with its principal place of business and mailing address at 888 Washington St., Dedham, MA 02026, 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.

TECHNICAL AID CORPORATION



By _____
Name _____
Title _____

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

HARRIS N.A., AS AGENT

By _____
Name _____
Title _____

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.

TECHNICAL AID CORPORATION

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. Peltos**
Title **Managing Director**