

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Grant of Security Interest in Trademark Rights (#2)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTHGATEARINSO UK LIMITED		04/19/2011	private limited company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as security agent		
Street Address:	5 The North Colonnade		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 4BB		
Entity Type:	private limited company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2539218	ARINSO	
Registration Number:	3608083	NORTHGATE RESOURCELINK	
Registration Number:	3432628	GLOBAL WORKFORCE INTEGRATOR	
Serial Number:	85157848	NGA	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198200		
Email:	fcutajar@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Patents & Trademarks		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	4454404-0019		

OP \$115.00 2539218

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**TRADEMARK
 REEL: 004528 FRAME: 0756**

DOMESTIC REPRESENTATIVE

Name: White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patents & Trademarks
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Frances B. Cutajar
Signature:	/Frances B. Cutajar/
Date:	04/26/2011

Total Attachments: 5
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ANNEX 2 TO THE
INTELLECTUAL PROPERTY SECURITY AGREEMENT

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 19, 2011 is made by NORTHGATEARINSO UK LIMITED, a United Kingdom private limited company, located at Peoplebuilding 2, Peoplebuilding Estate Maylands, Avenue Hemel, Hempstead, Hertfordshire HP24NW, United Kingdom (the "Obligor"), in favor of Barclays Bank PLC, a United Kingdom private limited company, located at 5 The North Colonnade, London E14 4BB, as Security Agent (the "Agent") which expression shall include any person for the time being appointed as trustee or as an additional trustee for the purpose of and in accordance with the Intercreditor Deed (as defined below) for and on behalf of the Secured Parties on the terms and conditions set out in the Intercreditor Deed, dated March 5, 2008 (as amended, restated, extended, supplemented and/or otherwise modified from time to time, the "Intercreditor Deed") between, amongst others, the parties to each of the Credit Agreements (as defined below) and NIS Holdings No.4 Limited.

W I T N E S S E T H:

WHEREAS, (a) NIS Holdings No.5 Limited ("Holdco"), certain banks and other financial institutions or entities (the "Senior Lenders") and the Security Agent entered into the Senior Facilities Agreement, dated March 5, 2008 (as amended, restated, extended, supplemented and/or otherwise modified from time to time, the "Senior Facilities Agreement"), pursuant to which the Senior Lenders have severally agreed to make certain extensions of credit to the Borrowers (as defined in the Senior Facilities Agreement) upon the terms and subject to the conditions set forth therein (b) Holdco, certain banks and other financial institutions or entities (the "Subordinated Lenders") and the Security Agent entered into the Subordinated Facility Agreement, dated March 5, 2008 (as amended, restated, extended, supplemented and/or otherwise modified from time to time, the "Subordinated Facility Agreement"), and together with the Senior Facilities Agreement, the "Credit Agreements"), pursuant to which the Subordinated Lenders have severally agreed to make certain extensions of credit to the Borrowers (as defined in the Subordinated Facility Agreement) upon the terms and subject to the conditions set forth therein and (c) one or more Hedging Counterparties may from time to time enter into Hedging Agreements with an Obligor;

WHEREAS, the Obligor has acceded to the Credit Agreements and the Intercreditor Deed on 29 April 2008;

WHEREAS, in connection with the Credit Agreements, the Obligor has executed and delivered an Intellectual Property Security Agreement, dated as of April 19, 2011, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "IP Security Agreement");

WHEREAS, pursuant to the IP Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Subordinated Finance Parties a continuing second priority security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Subordinated Finance Parties to make extensions of credit and other financial accommodations to the Borrowers pursuant to the Credit Agreements, the Obligor agrees, for the benefit of the Agent and the Subordinated Finance Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Intercreditor Deed and the IP Security Agreement.

SECTION 2. Grant of Security Interest. The Obligor hereby pledges and grants a continuing second priority security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand(i) all of the Obligor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto); (ii) all Proceeds (as such term is defined in the IP Security Agreement) and products of the Trademarks; and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Subordinated Finance Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Subordinated Finance Parties in connection with the IP Security Agreement and is expressly subject to the terms and conditions thereof. The IP Security Agreement (and all rights and remedies of the Subordinated Finance Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Subordinated Finance Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreements, the Intercreditor Deed and the IP Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the IP Security Agreement, the terms of the IP Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NORTHGATEARINSO UK LIMITED

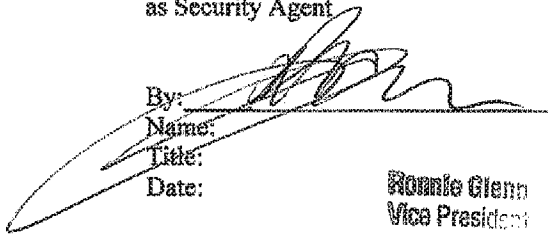
By: 

Name: John Snee

Title: Director

Date:

BARCLAYS BANK PLC
as Security Agent

By: 
Name:
Title:
Date:

Ronnie Glenn
Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration No.	Application No.
ARINSO & Design	2,539,218	75/934,070
NORTHGATE RESOURCE LINK	3,608,083	77/086,389
NORTHGATEARINSO	3,807,152	79/066,249
GLOBAL WORKFORCE INTEGRATOR	3,432,628	78/513,778
NGA	N/A	85/157,848