

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK COLLATERAL AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advantage Resourcing America, Inc.	FORMERLY Radia Holdings America, Inc., formerly known as GW Premier America, Inc., formerly known as American Crystal Holdings, Inc.	04/20/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Madeleine L.L.C., as administrative and collateral agent		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85160808	STRATEGI EXECUTIVE SEARCH	
Serial Number:	85064759	THE 24-7 ZONE	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2552		
Email:	marisa.davidson@srz.com		
Correspondent Name:	M. Davidson c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1113		

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900190296

**TRADEMARK
 REEL: 004529 FRAME: 0128**

NAME OF SUBMITTER:	Marisa Davidson (014951-1113)
Signature:	/kc for md/
Date:	04/26/2011
Total Attachments: 5 source=Trademark Collateral Security Agreement for Madeleine LLC2#page1.tif source=Trademark Collateral Security Agreement for Madeleine LLC2#page2.tif source=Trademark Collateral Security Agreement for Madeleine LLC2#page3.tif source=Trademark Collateral Security Agreement for Madeleine LLC2#page4.tif source=Trademark Collateral Security Agreement for Madeleine LLC2#page5.tif	

TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT (this "Agreement") dated as of April 20, 2011, between the undersigned grantor (the "Grantor") and Madeleine L.L.C., acting in the capacity as administrative and collateral agent for the benefit of itself and the other Secured Parties (in such capacity, the "Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Second Lien Credit and Security Agreement, dated as of April 29, 2010, as amended (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among ADVANTAGE RESOURCING AMERICA, INC. (formerly known as Radia Holdings America, Inc., formerly known as GW Premier America, Inc., formerly known as American Crystal Holdings, Inc.), a Delaware corporation ("Holdings"), ADVANTAGE HUMAN RESOURCING, INC. (formerly known as Willstaff, Inc., formerly known as Willstaff Crystal, Inc.), a Delaware corporation, THE HESTAIR GROUP, LLC, a Delaware limited liability company, HIRE THINKING, INC. (formerly known as Advantage Human Resourcing, Inc., formerly known as Advantage Crystal, Inc.), a Delaware corporation, TECHNICAL AID CORPORATION (formerly known as Technical Aid Crystal, Inc.), a Massachusetts corporation, ADVANTAGE TECHNICAL SERVICES, INC. (formerly known as 850 Managed Services, Inc.), a Massachusetts corporation, ADVANTAGE TECHNICAL RESOURCING, INC. (formerly known as 888 Consulting Group, Inc.), a Massachusetts corporation, TAC PROFESSIONAL STAFFING SERVICES, INC., a Massachusetts corporation, and ADVANTAGE RESOURCING INTERNATIONAL, INC. (formerly known as Technical Aid International, Inc.), a Massachusetts corporation, ADVANTAGE PROFESSIONAL, LLC, a Delaware limited liability company, and ADVANTAGE FEDERAL RESOURCING, INC., a Delaware corporation, 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 and the Lenders have agreed to make term loans to the Borrowers.

WHEREAS pursuant to the Credit Agreement, the Grantor granted to the Agent a security interest and continuing lien on all of the 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 is 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 Grantor's right, title and interest in the Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the 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

The Grantor hereby grants to the Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the Intellectual Property, including the 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 the 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 Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

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.

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

GRANTOR:

ADVANTAGE RESOURCING AMERICA, INC.

By: 
Name: Mark R. Lymbery
Title: Treasurer

AGENT:

MADELEINE L.L.C.,
as Administrative Agent and Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Collateral Agreement]

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

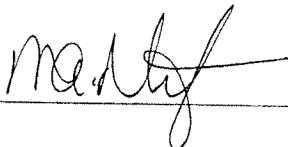
GRANTOR:

ADVANTAGE RESOURCING AMERICA, INC.

By: _____
Name:
Title:

AGENT:

MADELEINE L.L.C.,
as Administrative Agent and Collateral Agent

By:  _____
Name:
Title:

[Signature Page to Trademark Collateral Agreement]

SCHEDULE A

ADVANTAGE RESOURCING AMERICA, INC.

Trademark	Registration No.	Serial No.
STRATEGI EXECUTIVE SEARCH	-	85/160808
THE 24-7 ZONE and Design	-	85/064759