

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Radia Holdings America, Inc.		04/14/2009	CORPORATION: DELAWARE
Advantage Human Resourcing, Inc.		04/14/2009	CORPORATION: DELAWARE
WillStaff, Inc.		04/14/2009	CORPORATION: DELAWARE
AMS Utiliserv, Inc.		04/14/2009	CORPORATION: DELAWARE
Talent Tree, Inc.		04/14/2009	CORPORATION: DELAWARE
Profero Solutions, LLC		04/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
SkillMaster, Inc.		04/14/2009	CORPORATION: DELAWARE
The Hestair Group, LLC		04/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
Techical Aid Corporation		04/14/2009	CORPORATION: MASSACHUSETTS
850 Managed Services, Inc.		04/14/2009	CORPORATION: MASSACHUSETTS
888 Consulting Group, Inc.		04/14/2009	CORPORATION: MASSACHUSETTS
TAC Professional Staffing Services, Inc.		04/14/2009	CORPORATION: MASSACHUSETTS
Technical Aid International, Inc.		04/14/2009	CORPORATION: MASSACHUSETTS
The Holland Group of Tennessee, Inc.		04/14/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., as Administrative and Collateral Agent
<b>Composed Of:</b>	COMPOSED OF Receiving party is a National Association, a federally chartered bank of the United States
<b>Street Address:</b>	One Federal Street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	National Association: UNITED STATES

CH \$565.00 3578646

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3578646	GW PREMIER AMERICA
Serial Number:	77574153	RADIA
Serial Number:	77574140	RADIA AMERICA
Serial Number:	77574145	RADIA EUROPE
Serial Number:	77574150	RADIA INTERNATIONAL
Serial Number:	77381793	XPO
Registration Number:	3549496	ADVANTAGE HUMAN RESOURCING
Serial Number:	77543856	ADVANTAGE
Serial Number:	77544496	
Serial Number:	77542621	INTEGRATED TALENT SERVICES
Serial Number:	77544610	HIRE THINKING
Serial Number:	77513081	PROFERO SOLUTIONS
Registration Number:	3405046	TAC START
Registration Number:	3405130	CORE-TALENT
Registration Number:	3404885	REQ TO SUCCESS
Registration Number:	3469890	SUSTAINABLE STAFFING
Registration Number:	3405054	
Registration Number:	3405095	TAC START
Registration Number:	3463884	TAC TRANSPORTATION
Registration Number:	3405230	V-STAFF
Serial Number:	77436728	D
Registration Number:	2976393	OMEGA RESOURCE GROUP

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

NAME OF SUBMITTER: Adam M. Grandy

**TRADEMARK**

**REEL: 003971 FRAME: 0748**

Signature:	/Adam M. Grandy/
Date:	04/16/2009
Total Attachments: 10 source=TCA#page1.tif source=TCA#page2.tif source=TCA#page3.tif source=TCA#page4.tif source=TCA#page5.tif source=TCA#page6.tif source=TCA#page7.tif source=TCA#page8.tif source=TCA#page9.tif source=TCA#page10.tif	

## TRADEMARK COLLATERAL AGREEMENT

This TRADEMARK COLLATERAL AGREEMENT (this "Agreement"), dated as of April 14, 2009, between each of the undersigned (each, a "Grantor"), 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 "Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Second Amended and Restated Credit and Security Agreement, dated as of April 14, 2009, as amended (as it may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among RADIA HOLDINGS AMERICA, INC. (formerly known as GW Premier America, Inc., formerly known as American Crystal Holdings, Inc.), a Delaware corporation, ADVANTAGE HUMAN RESOURCING, INC. (formerly known as Advantage Crystal, Inc.), a Delaware corporation, WILLSTAFF, INC. (formerly known as Willstaff Crystal, Inc.), a Delaware corporation, AMS UTILISERV, INC., a Delaware corporation, TALENT TREE, INC. (formerly known as Talent Tree Crystal, Inc.), a Delaware corporation, PROFERO SOLUTIONS, LLC (successor by merger to Profero Solutions, Inc., formerly known as NI Medical Support, Inc.), a Delaware limited liability company, SKILLMASTER, INC. (formerly known as SkillMaster Crystal, Inc.), a Delaware corporation, THE HESTAIR GROUP, LLC, a Delaware limited liability company, TECHNICAL AID CORPORATION (formerly known as Technical Aid Crystal, Inc.), a Massachusetts corporation, 850 MANAGED SERVICES, INC., a Massachusetts corporation, 888 CONSULTING GROUP, INC., a Massachusetts corporation, TAC PROFESSIONAL STAFFING SERVICES, INC., a Massachusetts corporation, TECHNICAL AID INTERNATIONAL, INC., a Massachusetts corporation, and THE HOLLAND GROUP OF TENNESSEE, INC., a Delaware corporation, as joint and several co-borrowers (collectively, 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 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***

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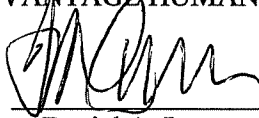
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTORS:**

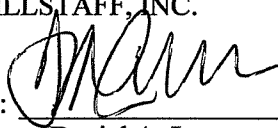
RADIA HOLDINGS AMERICA, INC.

By:   
Name: Daniel A. Lasman  
Title: CFO

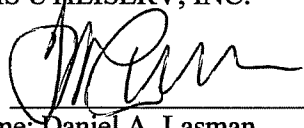
ADVANTAGE HUMAN RESOURCING, INC.

By:   
Name: Daniel A. Lasman  
Title: Secretary

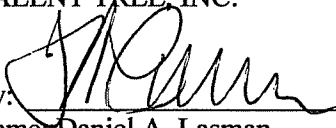
WILLSTAFF, INC.

By:   
Name: Daniel A. Lasman  
Title: Secretary

AMS UTILISERV, INC.

By:   
Name: Daniel A. Lasman  
Title: Secretary

TALENT TREE, INC.

By:   
Name: Daniel A. Lasman  
Title: Assistant Secretary

PROFERO SOLUTIONS, LLC

By: 

Name: Daniel A. Lasman

Title: Assistant Treasurer

SKILLMASTER, INC.

By: 

Name: Daniel A. Lasman

Title: Assistant Treasurer

THE HESTAIR GROUP, LLC

By: 

Name: Daniel A. Lasman

Title: Assistant Treasurer

TECHNICAL AID CORPORATION

By: 

Name: Daniel A. Lasman

Title: Assistant Treasurer

850 MANAGED SERVICES, INC.

By: 

Name: Daniel A. Lasman

Title: Assistant Treasurer

888 CONSULTING GROUP, INC.


By: 

Name: Daniel A. Lasman

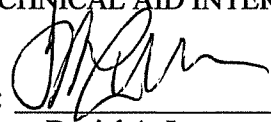
Title: Assistant Treasurer

TAC PROFESSIONAL STAFFING SERVICES, INC.

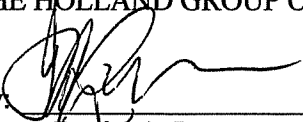


By:   
Name: Daniel A. Lasman  
Title: Assistant Treasurer

TECHNICAL AID INTERNATIONAL, INC.

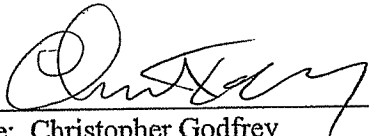
By:   
Name: Daniel A. Lasman  
Title: Assistant Treasurer

THE HOLLAND GROUP OF TENNESSEE, INC.

By:   
Name: Daniel A. Lasman  
Title: Assistant Secretary

AGENT:

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

By:   
Name: Christopher Godfrey  
Title: Senior Vice President

(Trademark Collateral Agreement Signature Page)

**TRADEMARK**  
**REEL: 003971 FRAME: 0756**

**SCHEDULE A**  
**TO**  
**TRADEMARK COLLATERAL AGREEMENT**

**RADIA Holdings America, Inc.**

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number
GW PREMIER AMERICA	3578646

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Application Serial Number
RADIA	77/574153
RADIA AMERICA	77/574140
RADIA EUROPE	77/574145
RADIA INTERNATIONAL	77/574150
XPO	77/381793

**Advantage Human Resourcing, Inc.**

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number
ADVANTAGE HUMAN RESOURCING Design	3549496

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Application Serial Number
THE ADVANTAGE LOGO	77/543856
THE ADVANTAGE NUCLEUS	77/544496

INTEGRATED TALENT SERVICES	77/542621
THE HIRE THINKING ARC	77/544610

**Talent Tree, Inc.**

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Application Serial Number
PROFERO SOLUTIONS	77/513081

**Technical Aid Corporation**

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number
Button Design	3405046
CORE-TALENT	3405130
REQ TO SUCCESS	3404885
SUSTAINABLE STAFFING	3469890
TAC Man Design	3405054
TAC START	3405095
TAC TRANSPORTATION	3463884
V-Staff	3405230

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Application Serial Number
Design Logo	77/436728

**850 Managed Services, Inc.**

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number
OMEGA RESOURCE GROUP	2976393