

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AQUENT LLC		08/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
RENAISSANCE WORLDWIDE, INC.		08/14/2009	CORPORATION: MASSACHUSETTS
LITL LLC		08/14/2009	LIMITED LIABILITY COMPANY: DELAWARE
B & M ASSOCIATES, INC.		08/14/2009	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, LLC, AS AGENT
Street Address:	One Boston Place
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	77445593	1099
Registration Number:	2289555	AQUENT
Registration Number:	2409082	AQUENT
Registration Number:	3129353	AQUENT
Registration Number:	2858117	BRINGING SMART MARKETERS TO MARKET
Registration Number:	2897287	CPRI
Serial Number:	77661015	EASEL
Serial Number:	77259386	ELOQUENT STAFFING
Registration Number:	2489610	FAST CASH

CH \$565.00 77445593

Serial Number:	77136149	LITL
Serial Number:	77686583	LITL
Serial Number:	77686987	LITL
Serial Number:	77661011	LITL EASEL
Serial Number:	73701016	MACTEMPS
Serial Number:	75366252	MACTEMPS
Serial Number:	77334227	MAJORTOM
Registration Number:	2899710	MARKETING INTELLIGENCE
Serial Number:	77773729	OPENCHANNEL
Serial Number:	77548628	REVIEWPAD
Registration Number:	3069450	ROBOHEAD
Registration Number:	2822490	TALENT - TECHNOLOGY - TIMING
Registration Number:	2852898	THE ASPIRE GROUP

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP
Address Line 2: One International Place
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	76751/033
NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	08/17/2009

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of August, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company, in its capacity as Agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 14, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AQUENT, INC., a Massachusetts corporation ("Parent"), AQUENT LLC, a Delaware limited liability company (the "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns, are referred to hereinafter each individually as a "Lender" and collectively as the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of August 14, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property

License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License; provided that the foregoing shall exclude all Excluded Property.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this

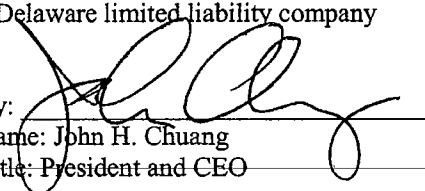
Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. CONTROLLING LAW. This Agreement is to be governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof.

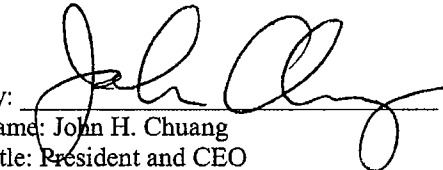
[signature page follows]

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

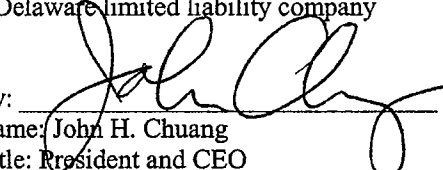
AQUENT LLC,
a Delaware limited liability company

By: 
Name: John H. Chuang
Title: President and CEO

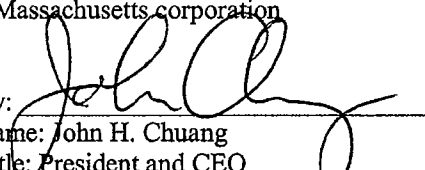
RENAISSANCE WORLDWIDE, INC.,
a Massachusetts corporation

By: 
Name: John H. Chuang
Title: President and CEO

LITL LLC,
a Delaware limited liability company

By: 
Name: John H. Chuang
Title: President and CEO

B & M ASSOCIATES, INC.,
a Massachusetts corporation

By: 
Name: John H. Chuang
Title: President and CEO

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO FOOTHILL, LLC, a Delaware
limited liability company

By: 

Name: Brian T. Kennedy

Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004046 FRAME: 0324

SCHEDULE I

TRADEMARKS

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Aquent LLC	USA	1099	77/445593	04/10/08
Aquent LLC	Canada	1-800-Network	818982 TMA504138	07/26/95 11/16/98
Aquent LLC	Australia	Aquent	765711 765711	06/25/98 06/25/98
Aquent LLC	Canada	Aquent	879016 TMA577817	05/22/98 03/20/03
Aquent LLC	Europe	Aquent	000832287 000832287	05/22/98 11/25/98
Aquent LLC	Hong Kong	Aquent	300397891 300397891	04/06/05 04/06/05
Aquent LLC	India	Aquent	1382335 1382335	09/05/05 09/05/05
Aquent LLC	Japan	Aquent	10-69236 4340886	08/14/98 12/03/99
Aquent LLC	Japan	Aquent	10-065940 4367569	08/04/98 03/10/00
Aquent LLC	Korea	Aquent	41-2005-7940 41-134859	04/07/05 07/12/06
Aquent LLC	Malaysia	Aquent	2005-005205 2005-05205	04/07/05 04/12/08

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Aquent LLC	New Zealand	Aquent	308485	04/26/99
			308485	11/12/99
Aquent LLC	New Zealand	Aquent	308486	04/26/99
			308486	11/12/99
Aquent LLC	New Zealand	Aquent	308487	04/26/99
			308487	11/12/99
Aquent LLC	Singapore	Aquent	T99/02496C	03/12/99
			T99/02496C	03/12/99
Aquent LLC	Singapore	Aquent	T99/02498Z	03/12/99
			T99/02498Z	03/12/99
Aquent LLC	South Africa	Aquent	2006/26627	11/06/06
Aquent LLC	USA	Aquent	75/435517	02/17/98
			2289555	10/26/99
Aquent LLC	USA	Aquent	75/435514	02/17/98
			2409082	11/28/00
Aquent LLC	USA	Aquent	78/689617	08/10/05
			3129353	08/15/06
Renaissance Worldwide, Inc.	USA	Bringing Smart Marketers to Market	2858117	06/29/04
Renaissance Worldwide, Inc.	USA	CPRI	2897287	10/26/04
Aquent LLC	USA	Easel	77/661015	02/02/09
Aquent LLC	Australia	Eloquent Staffing	1193932	08/16/07
			1193932	04/01/09
Aquent LLC	Europe	Eloquent Staffing	6240519	08/16/07
			6240519	04/06/09
Aquent LLC	Singapore	Eloquent Staffing	T07/17310Z	08/17/07
			T07/17310Z	08/17/07

SECURITY AGREEMENT

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Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Aquent LLC	USA	Eloquent Staffing	77/259386	08/20/07
Aquent LLC	Australia	Fast Cash	835471 835471	05/16/00 07/05/02
Aquent LLC	USA	Fast Cash	75/869971 2489610	12/13/99 09/11/01
Aquent LLC	Australia	LITL	1200990	08/24/07
Aquent LLC	Canada	LITL	1361038	08/24/07
Aquent LLC	Canada	LITL		08/24/07
Aquent LLC	Europe	LITL	934438	08/24/07
Aquent LLC	Madrid	LITL	934438 934438	08/24/07 08/24/07
Aquent LLC	USA	LITL	77/136149	03/21/07
Aquent LLC	USA	LITL (and Design) (Black & White)	77/686583	03/09/09
Aquent LLC	USA	LITL (and Design) (Color)	77/686987	03/10/09
Aquent LLC	USA	LITL Easel	77/661011	02/02/09
Aquent LLC	Canada	MacTemps	819162 TMA487826	07/29/96 01/20/98
Aquent LLC	Japan	MacTemps	4-154409 3029531	08/11/92 03/31/95
Aquent LLC	New Zealand	MacTemps	251059 251059	07/10/95 10/23/98
Aquent LLC	USA	MacTemps	73/701016 1508530	12/14/87 10/11/88
Aquent LLC	USA	MacTemps	75/366252 2210783	10/01/97 12/15/98
Aquent LLC	USA	Majortom	77/334227 3483928	11/20/07 08/12/08

SECURITY AGREEMENT

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TRADEMARK
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Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Renaissance Worldwide, Inc.	USA	Marketing Intelligence	2899710	11/02/04
LiTL LLC	USA	Openchannel	77773729	07/02/09
Aquent LLC	Canada	Portfolio	782700 TMA482699	05/12/95 09/17/97
Aquent LLC	USA	Reviewpad	77548628	08/15/08
Aquent LLC	USA	Robohead	78976686 3069450	02/11/04 03/14/06
B & M Associates, Inc. d/b/a The Aspire Group	USA	Talent – Technology – Timing	76464725 2822490	11/06/02 03/16/04
B & M Associates, Inc. d/b/a The Aspire Group	USA	The Aspire Group	76499426 2852898	03/13/03 06/15/04
Aquent LLC	Canada	Webstaff	853102 TMA525206	08/08/97 03/17/00

SECURITY AGREEMENT

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RECORDED: 08/17/2009

**TRADEMARK
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