

11/19/2009
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11-24-2009

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)



ICE
file

**RECORDATION FORM COVER
TRADEMARKS ON**

103581556

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

11/09/09

1. Name of conveying party(ies):

Kelly Properties, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 9/28/2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Internal

Address: _____

Street Address: 10 South Dearborn Street, Floor 9

City: Chicago

State: Illinois

Country: United States Zip: 60603

- Association Citizenship United States
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3377092

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

ELEVATE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nora Hudge, Paralegal

Internal Address: Dickinson Wright, PLLC

Street Address: 301 East Liberty, Suite 500

City: Ann Arbor

State: Michigan Zip: 48104

Phone Number: (734) 623-1678

Fax Number: (734) 623-1625

Email Address: nhudge@dickinsonwright.com

6. Total number of applications and registrations involved:

51

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$1,290

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 041061

Authorized User Name John C. Nishi

9. Signature:

Nora Hudge
Signature

11/09/2009
Date

Nora Hudge, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

96

Fee pd.

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

| | | | | | | |
|---------------|----------------------|------------------------|-----------|-------------|---------|-------------|
| United States | RESOURCES | Kelly Properties, LLC | 75/088768 | 09-Apr-1996 | 2090765 | 26-Aug-1997 |
| United States | KELLY SERVICES | Kelly Properties, LLC | 72/245720 | 16-May-1966 | 0834892 | 05-Sep-1967 |
| United States | KELLY SERVICES | Kelly Properties, LLC | 75/088767 | 09-Apr-1996 | 2092774 | 02-Sep-1997 |
| United States | Design | Kelly Properties, LLC | 72/245721 | 16-May-1966 | 0834893 | 05-Sep-1967 |
| United States | KELLY STAFF LEASING | Kelly Properties, Inc. | 75/371221 | 10-Oct-1997 | 2312905 | 01-Feb-2000 |
| United States | KELLYCONNECT | Kelly Properties, LLC | 75/674100 | 05-Apr-1999 | 2324403 | 29-Feb-2000 |
| United States | KELLYDIRECT | Kelly Properties, LLC | 76/364878 | 30-Jan-2002 | 2720008 | 27-May-2003 |
| United States | KELLYOCG | Kelly Properties, LLC | 77/668449 | 11-Feb-2009 | | |
| United States | KELLYSELECT | Kelly Properties, LLC | 74/403104 | 17-Jun-1993 | 1824584 | 01-Mar-1994 |
| United States | KELTRONICS | Kelly Properties, LLC | 74/591832 | 28-Oct-1994 | 1929817 | 24-Oct-1995 |
| United States | KER | Kelly Properties, LLC | 75/521229 | 17-Jul-1998 | 2409187 | 28-Nov-2000 |
| United States | KES | Kelly Properties, LLC | 78/289281 | 19-Aug-2003 | 2874883 | 17-Aug-2004 |
| United States | KMS | Kelly Properties, LLC | 75/206850 | 19-Nov-1996 | 2165323 | 16-Jun-1998 |
| United States | KSR | Kelly Properties, LLC | 75/200415 | 06-Nov-1996 | 2163425 | 09-Jun-1998 |
| United States | QUALITY MANAGEMENT | Kelly Properties, LLC | 77/047860 | 20-Nov-2006 | 3377091 | 05-Feb-2008 |
| United States | MOVE | Kelly Properties, LLC | 74/321291 | 09-Oct-1992 | 1775464 | 08-Jun-1993 |
| United States | ON DECK | Kelly Properties, LLC | 77/587518 | 07-Oct-2008 | | |
| United States | PARTNERED STAFFING | Kelly Properties, LLC | 74/190422 | 31-Jul-1991 | 1702083 | 21-Jul-1992 |
| United States | PINPOINT | Kelly Properties, LLC | 74/573403 | 14-Sep-1994 | 1977704 | 04-Jun-1996 |
| United States | PINPOINT | Kelly Properties, LLC | 75/088765 | 09-Apr-1996 | 2035818 | 04-Feb-1997 |
| United States | PINPOINT (Stylized) | Kelly Properties, LLC | 76/485030 | 27-Jan-2003 | 2870961 | 10-Aug-2004 |
| United States | SYSTEM | Kelly Properties, LLC | 76/437844 | 05-Aug-2002 | 2816246 | 24-Feb-2004 |
| United States | RECOGNIZE | Kelly Properties, LLC | 77/572309 | 17-Sep-2008 | | |
| United States | RECOGNIZE & Design | Kelly Properties, LLC | 77/572326 | 17-Sep-2008 | | |
| United States | BEST | Kelly Properties, LLC | 73/663740 | 01-Jun-1987 | 1537056 | 26-Apr-1989 |
| United States | TRAVELPATH | Kelly Properties, LLC | 77/658454 | 28-Jan-2009 | | |
| United States | WALLACE | Kelly Properties, Inc. | 75/566918 | 08-Oct-1998 | 2281698 | 28-Sep-1999 |
| United States | WORCLE | Kelly Properties, LLC | 77/572273 | 17-Sep-2008 | | |
| United States | YOUR CIRCLE & Design | Kelly Properties, LLC | 77/672283 | 17-Sep-2008 | | |

29

| | | | | | | |
|---------------|---------------------|-----------------------|-----------|-------------|---------|-------------|
| United States | ELEVATE | Kelly Properties, LLC | 77/047870 | 20-Nov-2008 | 3377092 | 05-Feb-2008 |
| United States | DEVELOPMENT | Kelly Properties, LLC | 77/047881 | 20-Nov-2008 | 3387543 | 26-Feb-2008 |
| United States | ENCORE | Kelly Properties, LLC | 73/702467 | 22-Dec-1987 | 1502454 | 30-Aug-1988 |
| United States | FEDSECURE | Kelly Properties, LLC | 78/336184 | 04-Dec-2003 | 2963981 | 28-Jun-2005 |
| United States | HR FIRST | Kelly Properties, LLC | 75/479109 | 05-May-1998 | 2400603 | 31-Oct-2000 |
| United States | KELLY | Kelly Properties, LLC | 73/688601 | 14-Nov-1985 | 1397917 | 17-Jun-1986 |
| United States | KELLY | Kelly Properties, LLC | 75/088786 | 09-Apr-1996 | 2092773 | 02-Sep-1997 |
| United States | KELLY (Stylized) | Kelly Properties, LLC | 73/819757 | 17-Aug-1989 | 1591225 | 10-Apr-1990 |
| United States | SERVICES GROUP | Kelly Properties, LLC | 78/290891 | 22-Aug-2003 | 2881691 | 07-Sep-2004 |
| United States | NETWORK | Kelly Properties, LLC | 76/384497 | 19-Mar-2002 | 2699956 | 25-Mar-2003 |
| United States | STAFFING | Kelly Properties, LLC | 75/902112 | 27-Jan-2000 | 2408847 | 28-Nov-2000 |
| United States | RESOURCES | Kelly Properties, LLC | 75/521235 | 17-Jul-1998 | 2464209 | 26-Jun-2001 |
| United States | RESOURCES | Kelly Properties, LLC | 78/023699 | 06-Apr-2000 | 2430065 | 20-Feb-2001 |
| United States | KELLY GIRL | Kelly Properties, LLC | 72/108061 | 08-Nov-1980 | 736554 | 21-Aug-1982 |
| United States | RESOURCES | Kelly Properties, LLC | 76/023697 | 06-Apr-2000 | 2430064 | 20-Feb-2001 |
| United States | SERVICES | Kelly Properties, LLC | 78/280891 | 30-Jul-2003 | 3075516 | 04-Apr-2006 |
| United States | KELLY HR CONSULTING | Kelly Properties, LLC | 76/384495 | 19-Mar-2002 | 2726731 | 17-Jun-2003 |
| United States | KELLY IT RESOURCES | Kelly Properties, LLC | 76/171880 | 20-Nov-2000 | 2509758 | 20-Nov-2001 |
| United States | KELLY LAW REGISTRY | Kelly Properties, LLC | 76/024389 | 06-Apr-2000 | 2440959 | 03-Apr-2001 |
| United States | SERVICES | Kelly Properties, LLC | 75/088769 | 08-Apr-1996 | 2092775 | 02-Sep-1997 |
| United States | RESOURCES | Kelly Properties, LLC | 76/434354 | 25-Jul-2002 | 2790558 | 09-Dec-2003 |
| United States | LEARNING CENTER | Kelly Properties, LLC | 76/195973 | 18-Jan-2001 | 2712625 | 08-May-2003 |

D: NORA HUDGE, PARALEGAL COMPANY: DICKINSON WRIGHT, PLLC

11/09/2009
700422543

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kelly Controls, Inc. *KE*

- Individual(s)
- General Partnership
- Corporation- State: Delaware
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 09/28/2009

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A. as Collateral Agent

Internal

Address:

Street Address: 10 South Dearborn Street, Floor 9

City: Chicago

State: Illinois

Country: U.S.A.

Zip: 60603

Association Citizenship United States

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

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A. Trademark Application No.(s)

B. Trademark Registration No.(s)

3377092

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nora Hudge, Paralegal

Internal Address: Dickinson Wright, PLLC

Street Address: 301 East Liberty, Suite 500

City: Ann Arbor

State: Michigan

Zip: 48104

Phone Number: (734) 623-1678

Fax Number: (734) 623-1625

Email Address: nhudge@dickinsonwright.com

6. Total number of applications and registrations involved:

51

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 1,290

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 041061

Authorized User Name John C. Nahi

9. Signature:

Nora Hudge
Signature

11/09/2009

Date

Nora Hudge, Paralegal
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 93

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1486, Alexandria, VA 22315-1486

CH \$1290.00 041061 77563449

EXECUTION COPY

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (as it may be amended or modified from time to time, this "Security Agreement") is entered into as of September 28, 2009 by and among Kelly Services, Inc., a Delaware corporation (the "Borrower"), Kelly Properties, LLC, a Delaware limited liability company, Kelly Receivables Services, LLC, a Delaware limited liability company, Kelly Services (Ireland), LTD., a Delaware corporation, Kelly Services of Denmark, Inc., a Delaware corporation, Kelly Services CIS, Inc., a Delaware corporation, Kelly Services (Australia), LTD., a Delaware corporation, Kelly Services (New Zealand), LTD., a Delaware corporation, Kelly Staff Leasing, Inc., a California corporation, KHCS, Inc., a Delaware corporation, and KSI Acquisition Corporation, a Delaware corporation (each a "Guarantor", and collectively, the "Guarantors", and collectively with the Borrower, each a "Grantor", and collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., a national banking association, in its capacity as collateral agent (the "Collateral Agent") under the Intercreditor Agreement referred to below.

PRELIMINARY STATEMENTS

A. The Secured Parties (as defined in the Intercreditor Agreement) and JPMorgan Chase Bank, N.A., as Collateral Agent, are parties to a Collateral Agency and Intercreditor Agreement dated as of the date hereof (as amended or modified from time to time, the "Intercreditor Agreement") relating to the collateral granted by the Grantors to the Secured Parties.

B. The Grantors have agreed to pledge to the Collateral Agent, for the benefit of the Secured Parties, and grant a first-priority security interest (subject to Liens permitted by the Financing Documents (as defined in the Intercreditor Agreement)) to the Collateral Agent, for the benefit of the Secured Parties, in and to the collateral described herein and to execute this Security Agreement.

C. Each Grantor has determined that it is to its benefit and in its financial interest to execute this Security Agreement, and is entering into this Security Agreement in order to induce the Secured Parties to enter into amendments to the agreements evidencing the Secured Obligations, to induce the Secured Parties to extend credit to the Borrower and to secure the Secured Obligations.

ACCORDINGLY, the Grantors, and the Collateral Agent, on behalf of the Secured Parties, hereby agree as follows:

ARTICLE I
DEFINITIONS

1.1. Terms Defined in Intercreditor Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Intercreditor Agreement.

1.2. Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Account Debtor" shall have the meaning set forth in Article 9 of the UCC.

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Business Day" means a day (other than a Saturday or Sunday) on which banks generally are open in Chicago and New York City for the conduct of substantially all of their commercial lending activities.

"Capital Stock" means (i) in the case of any corporation, all capital stock and any securities exchangeable for or convertible into capital stock and any warrants, rights or other options to purchase or otherwise acquire capital stock or such securities or any other form of equity securities, (ii) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated) of corporate stock, (iii) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited) and (iv) any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of assets of, the issuing Person.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Collateral" shall have the meaning set forth in Article II.

"Collateral Access Agreement" means any landlord waiver or other agreement between the Collateral Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any Grantor for any real property where any Collateral is located, which agreement shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Collateral Agent, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

"Commercial Tort Claims" shall have the meaning set forth in Article 9 of the UCC.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Control Account" means a Deposit Account maintained with the Collateral Agent or a Lender or subject to a Control Agreement or a Securities Account subject to a Control Agreement.

"Control Agreement" means a control agreement, in form and substance satisfactory to the Collateral Agent, entered into under any of Sections 4.4, 4.5 or 4.11, pursuant to which the Collateral Agent is granted Control over a Deposit Account, Securities or a Securities Account, as the case may be.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Default" means an event described in Section 5.1.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Documents" shall have the meaning set forth in Article 9 of the UCC.

"Domestic Subsidiary" means each present and future Subsidiary which is not a Foreign Subsidiary.

"Equipment" shall have the meaning set forth in Article 9 of the UCC.

"Excluded Payments" shall have the meaning set forth in Section 4.6(d)(iii).

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Farm Products" shall have the meaning set forth in Article 9 of the UCC.

"Fixtures" shall have the meaning set forth in Article 9 of the UCC.

"Foreign Subsidiary" means each Subsidiary organized under the laws of a jurisdiction outside of the United States that is owned directly by any Grantor.

"General Intangibles" shall have the meaning set forth in Article 9 of the UCC.

"Goods" shall have the meaning set forth in Article 9 of the UCC.

"Instruments" shall have the meaning set forth in Article 9 of the UCC.

"Inventory" shall have the meaning set forth in Article 9 of the UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the UCC.

"Letter-of-Credit Rights" shall have the meaning set forth in Article 9 of the UCC.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Material Adverse Effect" is defined in the Revolving Credit Agreement.

"Material Foreign Subsidiary" means (i) each Foreign Subsidiary organized under the laws of Russia, China or India, and (ii) each Foreign Subsidiary whose assets at any time constitute more than 1% of the Total Assets (as defined in the Revolving Credit Agreement).

"Patents" means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Permitted Liens" means Liens that are permitted by the Financing Documents.

"Pledged Collateral" means all Instruments, Securities and other Investment Property of the Grantors, whether or not physically delivered to the Collateral Agent pursuant to this Security Agreement.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" is defined in the Intercreditor Agreement.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" is defined in the Intercreditor Agreement.

"Securities Account" is defined in Section 4.5 hereof.

"Securities Intermediary" shall have the meaning set forth in Article 8 of the UCC.

"Security" has the meaning set forth in Article 8 of the UCC.

"Stock Rights" means all dividends, instruments or other distributions and any other right or property which the Grantors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Capital Stock constituting Collateral, any right to receive Capital Stock and any right to receive earnings, in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Capital Stock.

"Supporting Obligations" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of Michigan or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Collateral Agent's or any Secured Party's Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of its right, title and interest in, to and under all

personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the "Collateral"), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Copyrights, Patents and Trademarks;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Goods;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all Deposit Accounts with any bank or other financial institution;
- (xv) all Commercial Tort Claims;
- (xvi) all Farm Products;
- (xvii) and all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations.

Notwithstanding the foregoing or any other provision of this Agreement, "Collateral" and the defined terms used above to describe the Collateral shall not include any assets specifically excluded from the defined term "Collateral" under the Intercreditor Agreement.

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants to the Collateral Agent and the Secured Parties that:

3.1. Title, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has full power and authority to grant to the Collateral Agent the security interest in such Collateral pursuant hereto.

When financing statements fulfilling the requirement of the UCC and the applicable filing office have been filed in and the applicable fees paid to the appropriate offices against such Grantor in the locations listed on Exhibit H, the Collateral Agent will have a fully perfected first priority security interest in that Collateral of the Grantor in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1(e).

3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of such Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. Principal Location. Such Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit A; such Grantor has no other places of business except those set forth in Exhibit A.

3.4. Collateral Locations. All of such Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5. Deposit Accounts. All of such Grantor's Deposit Accounts are listed on Part I of Exhibit B.

3.6. Securities Held by Securities Intermediary. All Securities held by such Grantor through a Securities Intermediary are listed on Part I of Exhibit B in addition to the following information with respect to such Securities: the name of the owning Grantor, the type of account in which such Securities are held, the account number and the name and address of the Securities Intermediary holding such Securities.

3.7. Exact Names. Such Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. The Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, except as listed on Exhibit A.

3.8. Letter-of-Credit Rights and Chattel Paper. Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of such Grantor. All action by such Grantor necessary or desirable to protect and perfect the Collateral Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. The Collateral Agent will have a fully perfected first priority security interest in the Collateral listed on Exhibit C, subject only to Liens permitted under Section 4.1(e).

3.9. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other information with respect to its Accounts and Chattel Paper, to the knowledge of the Grantor, are and will be correctly stated in all records of the Grantor relating thereto and in all invoices and reports with respect thereto furnished to the Collateral Agent by such Grantor from time to time. As of the time when each Account or each item of Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

3.10. Inventory. With respect to any of its Inventory, (a) such Inventory (other than Inventory in transit) is located at one of the locations set forth on Exhibit A designated as a location of Collateral for such Grantor, (b) no Inventory (other than Inventory in transit) is now, or shall at any time or times hereafter be stored at any other location except as permitted by Section 4.1(g), and (c) such Grantor has good and indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security

interest or document whatsoever except for the Lien granted to the Collateral Agent, for the benefit of the Collateral Agent and Secured Parties, and except for Permitted Liens.

3.11. Intellectual Property. Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit H and this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, fully perfected first priority security interests in favor of the Collateral Agent on such Grantor's Patents, Trademarks and Copyrights, such perfected security interests are enforceable as such as against any and all creditors of and purchasers from the Grantor, and all action by such Grantor necessary or desirable to protect and perfect the Collateral Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

3.12. Filing Requirements. None of its Equipment is covered by any certificate of title, except for vehicles. Upon request of the Collateral Agent, each Grantor shall complete Part I of Exhibit E, setting forth a list of all certificated vehicles owned by such Grantor. None of the Collateral owned by it is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) vehicles and (b) Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit D. Upon request of the Collateral Agent, each Grantor shall complete Exhibit F setting forth the legal description, county and street address of each property on which any Fixtures are located together with the name and address of the record owner of each such property.

3.13. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming such Grantor as debtor has been filed or is of record in any jurisdiction except (a) for financing statements or security agreements naming the Collateral Agent on behalf of the Secured Parties as the secured party and (b) as permitted by Section 4.1(e).

3.14. Pledged Collateral.

(a) Exhibit G sets forth a complete and accurate list of all Pledged Collateral owned by such Grantor and not held by a Securities Intermediary. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for the security interest granted to the Collateral Agent for the benefit of the Secured Parties hereunder. Such Grantor further represents and warrants that (i) all Pledged Collateral listed on Exhibit G owned by it constituting Capital Stock has been (to the extent such concepts are relevant with respect to such Pledged Collateral and, if the issuer of such Pledged Collateral is not controlled by such Grantor, this representation is made to the best of such Grantor's knowledge) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Collateral Agent representing Capital Stock, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Collateral Agent so that the Collateral Agent may take steps to perfect its security interest therein as a General Intangible, (iii) upon the execution of Control Agreements with respect to Pledged Collateral held by a Securities Intermediary in favor of the Collateral Agent, all such Pledged Collateral held by a Securities Intermediary is covered by a Control Agreement among such Grantor, the Securities Intermediary and the Collateral Agent pursuant to which the Collateral Agent has Control and (iv) all Pledged Collateral which represents debt or similar obligations owed to such Grantor has, to the knowledge of such Grantor (1) been duly authorized, authenticated or issued and delivered by the issuer of such debt or similar obligation, and (2), is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral owned by any Grantor and issued by a Person controlled by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) there are existing no options, warrants, calls or commitments of any character whatsoever relating to such Pledged Collateral or which obligate the issuer of any Capital Stock included in the Pledged Collateral to issue additional Capital Stock, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Pledged Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by such Grantor, or for the exercise by the Collateral Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit G, such Grantor owns 100% of the issued and outstanding Capital Stock which constitutes Pledged Collateral. None of the Pledged Collateral which represents debt or similar obligations owed to such Grantor is subordinated in right of payment to other debt or similar obligations or subject to the terms of an indenture.

(d) Notwithstanding anything to the contrary in this Agreement or in any other Financing Document, each Grantor shall:

(i) on or before October 31, 2009 or such later date as the Collateral Agent may determine in its reasonable discretion, deliver to the Collateral Agent the originals of all "Notes or other Instruments Payable to the Company" as described in Exhibit G, together with appropriate endorsements duly executed in blank;;

(ii) on or before November 30, 2009 or such later date as the Collateral Agent may determine in its reasonable discretion, deliver to the Collateral Agent executed Control Agreements required pursuant to this Security Agreement with respect to any account maintained in the United States;

(iii) on or before December 31, 2009 or such later date as the Collateral Agent may determine in its reasonable discretion, use reasonable efforts to deliver to the Collateral Agent executed Control Agreements required pursuant to this Security Agreement with respect to any account maintained outside of the United States or take such other action reasonably requested by the Collateral Agent in the local jurisdiction where any such account is held to create and perfect the first priority security interest in any such account, provided, that, the Collateral Agent may, in its discretion, waive the requirements of this clause (iii) with respect to any such account;

(iv) on the date of this Security Agreement, deliver to the Collateral Agent originals of all instruments and certificates evidencing the Capital Stock of all Domestic Subsidiaries described in Exhibit G, together with appropriate stock powers, endorsements or other powers duly executed in blank;

(v) on or before December 31, 2009 or such later date as the Collateral Agent may determine in its reasonable discretion, deliver to the Collateral Agent originals of all instruments and certificates evidencing Capital Stock of all Material Foreign Subsidiaries (to the extent the Capital Stock is certificated) described in Exhibit G, together with appropriate stock powers, endorsements or other powers duly executed in blank;

(vi) to the extent the Capital Stock of any Material Foreign Subsidiary is not certificated, take such additional actions reasonably requested by the Required Secured Parties in the local jurisdiction of any such Material Foreign Subsidiary to create and perfect the first priority security interest in

any such Capital Stock, including without limitation opinions of counsel and other documents and requirements reasonably requested by the Required Secured Parties; and

(vii) after the occurrence of a Default, (A) deliver to the Collateral Agent originals of all instruments and certificates evidencing Capital Stock of all Foreign Subsidiaries (to the extent the Capital Stock is certificated and it has not previously been delivered to the Collateral Agent) described in Exhibit G, together with appropriate stock powers, endorsements or other powers duly executed in blank and (B) take such other action in the local jurisdiction of any Foreign Subsidiary with respect to the Capital Stock of any Foreign Subsidiary requested by the Collateral Agent to create and perfect the first priority security interest in any such Capital Stock, including without limitation opinions of counsel and other documents and requirements requested by the Collateral Agent.

3.15 Authorization and Validity. Each Grantor has the power and authority and legal right to execute and deliver this Security Agreement and to perform its obligations thereunder. The execution and delivery by each Grantor of this Security Agreement and the performance of its obligations thereunder have been duly authorized by proper corporate or limited liability company proceedings, and this Security Agreement constitutes the legal, valid and binding obligation of each Grantor, enforceable against each Grantor in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent transfer or similar laws affecting the enforcement of creditors' rights generally. Neither the execution and delivery by any Grantor of this Security Agreement, nor the consummation of the transactions herein contemplated, nor compliance with the provisions hereof will violate (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on any Grantor, (ii) any Grantor's articles or certificate of incorporation, partnership agreement, certificate of partnership, articles of organization or certificate of formation, by-laws, or operating or other management agreement, as the case may be, or (iii) the provisions of any indenture, instrument or agreement to which any Grantor is a party or is subject, or by which it, or its assets, is bound, or conflict with or constitute a default thereunder, or result in, or require, the creation or imposition of any Lien in, of or on the assets of any Grantor pursuant to the terms of any such indenture, instrument or agreement except where such violation would not reasonably be expected to have a Material Adverse Effect. No order, consent, adjudication, approval, license, authorization, or validation of, or filing, recording or registration with, or exemption by, or other action in respect of any governmental or public body or authority, or any subdivision thereof, which has not been obtained by any Grantor, is required to be obtained by any Grantor in connection with the execution, delivery and performance of this Security Agreement except where such violation would not reasonably be expected to have a Material Adverse Effect.

3.16 Commercial Tort Claims. It has no Commercial Tort Claims as of the date hereof.

ARTICLE IV COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated, each Grantor agrees that:

4.1. General.

(a) Collateral Records. Such Grantor will maintain complete and accurate books and records with respect to the Collateral owned by it, and furnish to the Collateral Agent, with sufficient copies for each of the Secured Parties, such reports relating to such Collateral as the Collateral Agent shall from time to time reasonably request.

(b) Authorization to File Financing Statements: Ratification. Such Grantor hereby authorizes the Collateral Agent to file, and if requested will deliver to the Collateral Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Collateral Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor. Any financing statement filed by the Collateral Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating such Grantor's Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Such Grantor also agrees to furnish any such information to the Collateral Agent promptly upon request.

(c) Further Assurances. Such Grantor shall take such further actions, including the execution and delivery of additional security agreements and collateral assignments, as may be requested by the Collateral Agent from time to time to more fully evidence and perfect the Collateral Agent's interest in the Collateral. Such Grantor will, if so requested by the Collateral Agent, furnish to the Collateral Agent, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Collateral Agent may reasonably request, all in such detail as the Collateral Agent may specify. Such Grantor also agrees to take any and all actions necessary to defend title to the Collateral owned by it against all persons and to defend the security interest of the Collateral Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder. Upon the request of the Collateral Agent, each Grantor shall use commercially reasonable efforts to obtain a landlord waiver or other agreement, in form and substance satisfactory to the Collateral Agent, between the Collateral Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any material Collateral to the extent requested by the Collateral Agent. Each Grantor shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located.

(d) Disposition of Collateral. Such Grantor will not sell, lease or otherwise dispose of the Collateral owned by it except for dispositions specifically permitted pursuant to the Financing Documents.

(e) Liens. Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral owned by it except (i) the security interest created by this Security Agreement and (ii) other Permitted Liens.

(f) Other Financing Statements. Such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except as permitted by Section 4.1(e). Such Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Collateral Agent, subject to such Grantor's rights under Section 9-509(4)(b) of the UCC.

(g) Locations, Names, Etc. Such Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral is held or stored, or the location of its records concerning the Collateral as set forth in this Security Agreement, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless

the Collateral Agent shall have received at least thirty days prior written notice of such change and the Collateral Agent shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Collateral Agent's security interest in the Collateral, or (2) any reasonable action requested by the Collateral Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Collateral Agent, on behalf of Secured Parties, in any Collateral), *provided that*, any new location shall be in the continental U.S.

(h) Compliance with Terms. Such Grantor will perform and comply with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

4.2. Receivables.

(a) Certain Agreements on Receivables. Such Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable (other than early payment discounts, performance rebates and similar adjustments negotiated in the ordinary course of business) or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of a Default, such Grantor may reduce the amount of Accounts arising from the sale of Inventory and the provision of services in accordance with its present policies and in the ordinary course of business.

(b) Collection of Receivables. Except as otherwise provided in this Security Agreement, such Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables owned by it, and will at all times (whether or not a Default then exists) promptly cause all proceeds of Receivables to be deposited into a Control Account.

(c) Delivery of Invoices. After the occurrence and during the continuation of a Default upon written request of the Collateral Agent, such Grantor will deliver to the Collateral Agent within two Business Days after its request, duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Collateral Agent shall specify.

(d) Disclosure of Counterclaims on Receivables. If any material (i) discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on any Receivable not in the ordinary course owned by such Grantor exists or (ii) if, to the knowledge of such Grantor, any material dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to any such Receivable, such Grantor will disclose such fact on any report delivered to the Collateral Agent with respect to Receivables.

(e) Electronic Chattel Paper. At the written request of Collateral Agent upon the occurrence and during the continuance of a Default, such Grantor shall take all steps reasonably necessary to grant the Collateral Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

4.3. Inventory and Equipment.

(a) Maintenance of Goods. Such Grantor will do all things necessary to maintain, preserve, protect and keep its Inventory and the Equipment in good repair and working and saleable condition, except for (i) damaged or defective goods arising in the ordinary course of such Grantor's business, (ii) Inventory and Equipment no longer used in its business, and (iii) ordinary wear and tear in respect of the Equipment.

(b) **Insurance.** Such Grantor will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of the Collateral Agent, on behalf of the Secured Parties, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to the Collateral Agent, (ii) maintain such other insurance on the Collateral for the benefit of the Collateral Agent as may be required by law or as the Collateral Agent shall from time to time reasonably request, (iii) furnish to the Collateral Agent upon the request of the Collateral Agent from time to time copies of all policies of insurance on the Collateral and certificates with respect to such insurance and (iv) maintain general liability insurance. All insurance policies required hereunder shall name the Collateral Agent (for the benefit of the Collateral Agent and the Secured Parties) as an additional insured or as lender loss payee, as applicable, and shall contain lender loss payable clauses or mortgagee clauses in form and substance satisfactory to the Collateral Agent. Any required insurance may include self insurance on reasonable and customary terms.

(c) **Titled Vehicles.** Upon the request of the Required Secured Parties, such Grantor will give the Collateral Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Collateral Agent, the original of any vehicle title certificate and provide and/or file all other documents or instruments necessary to have the Lien of the Collateral Agent noted on any such certificate or with the appropriate state office.

4.4. **Delivery of Instruments, Securities, Chattel Paper and Documents.** Subject to the exclusion in the last paragraph of Article II hereof, such Grantor will (a) upon request of the Collateral Agent, deliver to the Collateral Agent the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it (if any then exist), (b) hold in trust for the Collateral Agent upon receipt and within two Business Days after request of the Collateral Agent deliver to the Collateral Agent any such Chattel Paper, Securities and Instruments constituting Collateral, (c) upon the Collateral Agent's request, deliver to the Collateral Agent (and thereafter hold in trust for the Collateral Agent upon receipt and within two Business Days deliver to the Collateral Agent) any Document evidencing or constituting Collateral and (d) upon the Collateral Agent's request, deliver to the Collateral Agent a duly executed amendment to this Security Agreement, in the form of Exhibit I hereto (the "Amendment"), pursuant to which such Grantor will pledge such additional Collateral. Such Grantor hereby authorizes the Collateral Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral owned by it set forth in such Amendments shall be considered to be part of the Collateral. If any Capital Stock included in the Collateral and owned by any Grantor shall at any time constitute a Security or, to the knowledge of such Grantor, the issuer of any such Capital Stock shall take any action to have such interests treated as a Security, then such Grantor shall give prompt written notice thereof to the Collateral Agent and (i) cause all certificates or other documents constituting such Security to be delivered to the Collateral Agent and, if within the control of such Grantor, cause such Security to be properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) take all action to cause the issuer of such Security or a Securities Intermediary relating to such Security to enter into a Control Agreement with the Collateral Agent and, if within the control of such Grantor, cause such Security to be properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

4.5. **Uncertificated Pledged Collateral.** Such Grantor will permit the Collateral Agent from time to time to cause the appropriate issuers (and, if held with a Securities Intermediary, such Securities Intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Collateral Agent granted pursuant to this Security Agreement. With respect to any Pledged Collateral owned by it, such Grantor will (a) give prompt written notice to the Collateral Agent of the acquisition or existence of any uncertificated securities which are Pledged Collateral, and (b) take reasonable any actions necessary to cause (i) the issuers of uncertificated securities which are Pledged Collateral and (ii)

any Securities Intermediary which is the holder of any such Pledged Collateral, to cause the Collateral Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, such Grantor (a) will, with respect to any such Pledged Collateral held with a Securities Intermediary, give prompt written notice to the Collateral Agent of the existence of such Pledged Collateral and take all action necessary to cause such Securities Intermediary to enter into a Control Agreement with the Collateral Agent giving the Collateral Agent Control over such Pledged Collateral and any account into which such Pledged Collateral is deposited (a "Securities Account"), and (b) will not, at any time, permit uncertificated securities constituting Pledged Collateral with an aggregate fair market value in excess of \$1,000,000 to be held in any Securities Account not subject to a Control Agreement.

4.6. Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Except as permitted by the Financing Documents, such Grantor will not (i) permit or suffer any issuer (if such issuer is controlled by such Grantor) of Capital Stock constituting Pledged Collateral owned by it to dissolve, merge, liquidate, retire any of its Capital Stock or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Liens and sales of assets permitted pursuant to Section 4.1(d)) or merge or consolidate with any other entity, or (ii) vote any such Pledged Collateral in favor of any of the foregoing.

(b) Issuance of Additional Securities. Such Grantor will not permit or suffer the issuer (if such issuer is controlled by such Grantor) of Capital Stock constituting Pledged Collateral owned by it to issue additional Capital Stock, any right to receive the same or any right to receive earnings, except (i) to such Grantor, and (ii) if at the time of such issuance of Capital Stock by a Foreign Subsidiary, such additional shares of Capital Stock are delivered to the Collateral Agent to maintain the percentage required by the last paragraph of Article II hereof.

(c) Registration of Pledged Collateral. Such Grantor will permit any registerable Pledged Collateral owned by it to be registered in the name of the Collateral Agent or its nominee at any time at the option of the Required Secured Parties.

(d) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes not inconsistent with this Security Agreement, the Intercreditor Agreement or any other Financing Document; *provided however, that* no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Collateral Agent in respect of such Pledged Collateral.

(ii) Such Grantor will permit the Collateral Agent or its nominee at any time after the occurrence and during the continuation of a Default, with notice to such Grantor, to exercise all voting rights or other rights relating to the Pledged Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Capital Stock or Investment Property constituting such Pledged Collateral as if it were the absolute owner thereof, and to the extent permitted by the organizational documents of the issuer of such Pledged Collateral or under the laws governing such issuer.

(iii) If no Default exists and is continuing such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral owned by it to the extent not in violation of the Intercreditor Agreement or any other Financing Document other than any of the following distributions and payments (collectively referred to as the "Excluded Payments"): dividends and

interest paid or payable other than in cash in respect of such Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, such Pledged Collateral; *provided however, that* until actually paid, all rights to such distributions shall remain subject to the Lien created by this Security Agreement; and

(iv) All Excluded Payments, whenever paid or made, shall be delivered to the Collateral Agent to hold as Pledged Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Collateral Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Collateral Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

(e) All Foreign Subsidiaries as of the date hereof are listed on Exhibit G hereto. The Grantors shall promptly send written notification to the Collateral Agent of any Foreign Subsidiary (other than as listed on Exhibit G hereto) formed, created or otherwise acquired after the date hereof. The Grantors shall execute and deliver any further documents requested by the Collateral Agent in connection with attaching and perfecting the security interest in the applicable Capital Stock of each Foreign Subsidiary and related rights that constitute Collateral.

4.7. Intellectual Property.

(a) At the request of the Collateral Agent, such Grantor will use its commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of the Collateral Agent of any License held by such Grantor and to enforce the security interests granted hereunder except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(b) Unless such Grantor shall reasonably determine in good faith that such Patent, Trademark or Copyright is not material to the conduct of such Grantor's business, such Grantor shall promptly notify the Collateral Agent if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) Within 45 days after the close of each fiscal quarter of the Grantors, the Grantors shall deliver to the Collateral Agent an updated Exhibit D hereto, including any changes thereto since the last such Exhibit D was delivered. Exhibit D shall be deemed automatically revised thereby upon such delivery to the Collateral Agent and the Grantors shall be deemed have made all representations and warranties in Section 3.11 hereof as to such updated Exhibit D as of the date it is delivered to the Collateral Agent. Upon request of the Collateral Agent, each Grantor shall execute and deliver any and all security agreements as the Collateral Agent may request to evidence the Collateral Agent's first priority security interest on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(d) Such Grantor shall take all actions reasonably necessary or requested by the Collateral Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless such Grantor shall reasonably determine in good faith that such Patent, Trademark or Copyright is not material to the conduct of such Grantor's business.

(e) Such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is not material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as such Grantor (or, after and during the continuance of any Default, the Collateral Agent (with reasonable notice given to such Grantor of any actions requested by the Collateral Agent) or the such Grantor) shall deem appropriate under the circumstances to protect such Patent, Trademark or Copyright. In the event that such Grantor institutes suit because any of its Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall comply with Section 4.8.

4.8. Commercial Tort Claims. Such Grantor shall promptly, and in any event within two Business Days after the same is acquired by it, notify the Collateral Agent of any Commercial Tort Claim acquired by it which constitutes a claim with a value in excess of \$1,000,000 and, unless the Collateral Agent otherwise consents, such Grantor shall provide the Collateral Agent with a specific description thereof (i.e. parties, description of the dispute, case number, etc.) and enter into an amendment to this Security Agreement, in the form of Exhibit I hereto, granting to Collateral Agent a first priority security interest in such Commercial Tort Claim.

4.9. Letter-of-Credit Rights. If such Grantor is or becomes the beneficiary of a letter of credit the face amount of which is in excess of \$1,000,000, it shall promptly, and in any event within two Business Days after becoming a beneficiary, notify the Collateral Agent thereof and take all commercially reasonable actions to cause the issuer and/or confirmation bank to consent to the assignment of any Letter-of-Credit Rights to the Collateral Agent, all in form and substance reasonably satisfactory to the Collateral Agent.

4.10. Federal Claims. Such Grantor will promptly notify the Collateral Agent of any Collateral which constitutes a claim (other than accounts receivable in the ordinary course of business) with a value in excess of \$1,000,000 against the United States government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal law.

4.11. Deposit Accounts. Each Grantor will (a) not open any Deposit Account other than as permitted by the Financing Documents, (b) give prompt written notice to the Collateral Agent of the opening or existence of any Deposit Account not disclosed on Exhibit B hereto, and (c) use commercially reasonable efforts to cause each bank or other financial institution in which it maintains any Deposit Account (other than accounts used exclusively for payroll and accounts maintained with the Collateral Agent) to enter into a Control Agreement with the Collateral Agent with respect such Deposit Account.

4.12. No Interference. Such Grantor agrees that it will not interfere with any right, power and remedy of the Collateral Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Collateral Agent of any one or more of such rights, powers or remedies if exercised in accordance with this Security Agreement.

4.13. Collateral Access Agreements. Upon request of the Collateral Agent, each Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement from the lessor of each leased property, bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral with a fair market value in excess of \$250,000 is stored or located or, if the Collateral Agent requests, a Collateral Access Agreement with respect to any other location at which Collateral is stored or located. Each Grantor shall timely and fully pay and perform its material obligations under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located.

**ARTICLE V
DEFAULTS AND REMEDIES**

5.1. Defaults. The occurrence of any one or more of the following events shall constitute a Default hereunder:

(a) Any representation or warranty made by or on behalf of any Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.

(b) The breach by any Grantor of any of the terms or provisions of Article IV or Article VII.

(c) The breach by any Grantor (other than a breach which constitutes a Default under any other Section of this Article V) of any of the terms or provisions of this Security Agreement which is not remedied within ten days after Grantors' receipt of written notice from Collateral Agent of such breach.

(d) The occurrence of any "Event of Default" as defined in the Intercreditor Agreement.

5.2. Remedies.

(a) Upon the occurrence of a Default, the Collateral Agent may, with the concurrence or at the direction of the Required Secured Parties, exercise any right or remedy available to it under applicable law, including, without limitation, the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Intercreditor Agreement, or any other Collateral Document; *provided that*, this Section 5.2(a) shall not be understood to limit any rights or remedies available to the Collateral Agent and the Secured Parties prior to a Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(iii) give notice of sole control or any other instruction permitted under any Control Agreement with respect to any Deposit Account or Securities Account or under any other control agreement with respect to any other Collateral and take any action therein with respect to such Collateral;

(iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Collateral Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to

collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Collateral Agent was the outright owner thereof.

(b) The Collateral Agent, on behalf of the Secured Parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Collateral Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Collateral Agent and the Secured Parties, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption each Grantor hereby expressly releases.

(d) After and during the continuance of a Default, until the Collateral Agent is able to effect a sale, lease, or other disposition of Collateral, the Collateral Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Collateral Agent. After and during the continuance of a Default, the Collateral Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Collateral Agent's remedies (for the benefit of the Collateral Agent and Secured Parties), with respect to such appointment without prior notice or hearing as to such appointment.

(e) Notwithstanding the foregoing, neither the Collateral Agent nor the Secured Parties shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(f) Each Grantor recognizes that the Collateral Agent may be unable to effect a public sale of any or all of the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Collateral Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933, as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

(g) The proceeds of all Collateral to be applied to payment of the Secured Obligations shall be applied by the Collateral Agent to payment of the Secured Obligations in the order required by the Intercreditor Agreement.

5.3. Grantor's Obligations Upon Default. Upon the request of the Collateral Agent after the occurrence of a Default, each Grantor will:

(a) assemble and make available to the Collateral Agent the Collateral and all books and records relating thereto at any place or places specified by the Collateral Agent, whether at a Grantor's premises or elsewhere;

(b) permit the Collateral Agent, by the Collateral Agent's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral;

(c) furnish to the Collateral Agent, or cause an issuer of Pledged Collateral to furnish to the Collateral Agent, any information regarding the Pledged Collateral in such detail as the Collateral Agent may specify;

(d) take, or cause (if within its control and, if not within its control, use commercially reasonable efforts to cause) an issuer of Pledged Collateral to take, any and all reasonable actions necessary to register or qualify the Pledged Collateral to enable the Collateral Agent to consummate a public sale or other disposition of the Pledged Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Collateral Agent and each Secured Party, at any time, and from time to time, promptly upon the Collateral Agent's request, the following reports with respect to the applicable Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

5.4. Grant of Intellectual Property License. For the purpose of enabling the Collateral Agent to exercise the rights and remedies under this Article V at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby (a) grants to the Collateral Agent, to the extent permitted by law and reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies under this Article V, for the benefit of the Collateral Agent and the Secured Parties, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any Patent, Trademark, Copyright or other intellectual property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Collateral Agent may sell any of such Grantor's Inventory directly to any person, including without limitation persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Collateral Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Collateral Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

ARTICLE VI ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1. Account Verification. The Collateral Agent may at any time, following and during the continuance of a Default, in the Collateral Agent's own name, in the name of a nominee of the Collateral Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Collateral Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. Authorization for Secured Party to Take Certain Action.

(a) Each Grantor irrevocably authorizes the Collateral Agent at any time and from time to time in the reasonable discretion of the Collateral Agent and appoints the Collateral Agent as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Collateral Agent's sole discretion to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral, (ii) to endorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Collateral Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Collateral Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with Securities Intermediaries holding Pledged Collateral as may be necessary or advisable to give the Collateral Agent Control over such Pledged Collateral, (v) to apply the proceeds of any Collateral received by the Collateral Agent to the Secured Obligations as provided in Section 7.3, (vi) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), (vii) to contact Account Debtors for the purpose of verifying outstanding amounts owing by such Account Debtor, with reasonable prior written notice to the relevant Grantor, (viii) to demand payment or enforce payment of the Receivables in the name of the Collateral Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (ix) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of such Grantor, assignments and verifications of Receivables, (x) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (xi) to settle, adjust, compromise, extend or renew the Receivables, (xii) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xiii) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, to the extent that Grantor has not filed such proof of claim not less than ten days prior to the deadline for such filing, (xiv) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xv) to change the address for delivery of mail addressed to such Grantor to such address as the Collateral Agent may designate, to receive and open all mail addressed to such Grantor and to dispose of all payments to such Grantor therein in respect of Collateral, (xvi) in addition to rights under clauses (vii) above, after and during the continuance of a Default, to contact Account Debtors for any reason, and (xvii) to do all other acts and things reasonably necessary to carry out this Security Agreement; and such Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent in connection with any of the foregoing; *provided that*, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under any other Collateral Document.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Collateral Agent, for the benefit of the Collateral Agent and Secured Parties, under this Section 6.2 are solely to protect the Collateral Agent's interests in the Collateral and shall not impose any duty upon the Collateral Agent or any Secured Party to exercise any such powers. The Collateral Agent agrees that, except for the powers granted in Section 6.2(a)(i), (iii) and (vi) and Section 6.2(a)(xvi), it shall not exercise any power or authority granted to it unless a Default has occurred and is continuing.

6.3. Proxy. EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE COLLATERAL AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 AND 4.6 ABOVE) WITH RESPECT TO ITS PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE COLLATERAL AGENT AS PROXY AND ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF

SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR THE COLLATERAL AGENT THEREOF), UPON THE OCCURRENCE AND DURING THE CONTINUATION OF A DEFAULT.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE COLLATERAL AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 8.15. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE COLLATERAL AGENT, NOR ANY SECURED PARTY, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; PROVIDED THAT, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

ARTICLE VII COLLECTION AND APPLICATION OF COLLATERAL PROCEEDS; DEPOSIT ACCOUNTS

7.1. Lockboxes. Upon request of the Collateral Agent after the occurrence and during the continuance of a Default, each Grantor shall execute and deliver to the Collateral Agent irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Collateral Agent, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of the Collateral Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at the Collateral Agent.

7.2. Collection of Receivables. The Collateral Agent may at any time after the occurrence and during the continuance of a Default, by giving the Grantors written notice, elect to require that the Receivables be paid directly to the Collateral Agent for the benefit of the Secured Parties. In such event, each Grantor shall, and shall permit the Collateral Agent to, promptly notify the account debtors or obligors under the Receivables of the Secured Parties' interest therein and direct such account debtors or obligors to make payment of all amounts then or thereafter due under the Receivables directly to the Collateral Agent. Upon receipt of any such notice from the Collateral Agent, each Grantor shall thereafter hold in trust for the Collateral Agent, on behalf of the Secured Parties, all amounts and proceeds received by it with respect to the Receivables and other Collateral and immediately and at all times thereafter deliver to the Collateral Agent all such amounts and proceeds in the same form as so received, whether by cash, check, draft or otherwise, with any necessary endorsements. The Collateral Agent shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3. Special Collateral Account. The Collateral Agent may at any time after the occurrence and during the continuance of a Default require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with the Collateral Agent and held there as security for the Secured Obligations. No Grantor shall have control whatsoever over said cash collateral account. If no Default has

occurred and is continuing, the Collateral Agent shall, within one business Day of receipt thereof, deposit the collected balances in said cash collateral account into each Grantor's general operating account with the Collateral Agent. If any Default has occurred and is continuing, the Collateral Agent may (and shall, at the direction of the Required Secured Parties), from time to time, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4. Application of Proceeds. The proceeds of the Collateral to be applied to payment of the Secured Obligations pursuant to Section 7.3 shall be applied by the Collateral Agent to payment of the Secured Obligations in the order required by the Intercreditor Agreement.

ARTICLE VIII GENERAL PROVISIONS

8.1. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Grantors, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Collateral Agent or any Secured Party arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Collateral Agent or such Secured Party as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the Collateral Agent or any Secured Party, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Limitation on Collateral Agent's and Secured Parties' Duty with Respect to the Collateral. The Collateral Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Collateral Agent and each Secured Party shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Collateral Agent nor any Secured Party shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Collateral Agent or such Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Collateral Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Collateral Agent (i) to fail to incur expenses reasonably deemed significant by the Collateral Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same

business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Collateral Agent against risks of loss, collection or disposition of Collateral or to provide to the Collateral Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent reasonably deemed appropriate by the Collateral Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Collateral Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.2 is to provide non-exhaustive indications of what actions or omissions by the Collateral Agent would be commercially reasonable in the Collateral Agent's exercise of remedies against the Collateral and that other actions or omissions by the Collateral Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.2. Without limitation upon the foregoing, nothing contained in this Section 8.2 shall be construed to grant any rights to any Grantor or to impose any duties on the Collateral Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.2.

8.3. Compromises and Collection of Collateral. The Grantors and the Collateral Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Collateral Agent may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Collateral Agent in its sole discretion shall reasonably determine or abandon any Receivable, and any such action by the Collateral Agent shall be commercially reasonable so long as the Collateral Agent acts in good faith based on information known to it at the time it takes any such action.

8.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Collateral Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement, and the Grantors shall reimburse the Collateral Agent for any amounts paid by the Collateral Agent pursuant to this Section 8.4. The Grantors' obligation to reimburse the Collateral Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.5. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.11, 4.12, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Collateral Agent and the Secured Parties, that the Collateral Agent and Secured Parties have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Collateral Agent or the Secured Parties to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Grantors.

8.6. Use and Possession of Certain Premises. Upon the occurrence and during the continuance of a Default, the Collateral Agent shall be entitled to occupy and use any premises owned or leased by any Grantor where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay any Grantor for such use and occupancy.

8.7. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between any Grantor and the Collateral Agent or other conduct of the Collateral Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Collateral Agent or the Secured Parties.

8.8. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Collateral Agent or any Secured Party to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Collateral Agent with the concurrence or at the direction of the Required Secured Parties and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Collateral Agent and the Secured Parties until the Secured Obligations have been paid in full.

8.9. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.10. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.11. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Collateral Agent and the Secured Parties and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Collateral Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, hereunder.

8.12. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.13. **Taxes and Expenses.** Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall reimburse the Collateral Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Collateral Agent) paid or incurred by the Collateral Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

8.14. **Headings.** The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.15. **Termination.** This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid in cash and performed in full (or with respect to any outstanding letters of credit that are part of the Secured Obligations, a cash deposit or supporting letter of credit acceptable to the Secured Party that issued such letter of credit has been delivered to the Collateral Agent) and no commitments of the Collateral Agent or the Secured Parties which would give rise to any Secured Obligations are outstanding. Upon the satisfaction in full of the conditions for termination of this Security Agreement set forth above (i) this Security Agreement and the security interest and Lien created hereby shall terminate and all rights to the Collateral shall revert to the Grantors and (ii) the Collateral Agent will, upon the Grantors' request and at the Grantors' expense, (A) return to the Grantors such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof and (B) execute and deliver to the Grantors, without recourse, representation or warranty, such documents as the Grantors shall reasonably request to evidence such termination.

8.16. **Entire Agreement.** This Security Agreement, together with the other Collateral Documents, embodies the entire agreement and understanding between the Grantors and the Collateral Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Collateral Agent relating to the Collateral.

8.17. **CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MICHIGAN, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.**

8.18. **CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR MICHIGAN STATE COURT IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY COLLATERAL DOCUMENTS AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE COLLATERAL AGENT, OR ANY SECURED PARTY TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY ANY GRANTOR AGAINST THE COLLATERAL AGENT, OR**

ANY SECURED PARTY OR ANY AFFILIATE OF THE COLLATERAL AGENT, OR ANY SECURED PARTY INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY COLLATERAL DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN MICHIGAN.

8.19. WAIVER OF JURY TRIAL. EACH GRANTOR, THE COLLATERAL AGENT AND EACH SECURED PARTY HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER COLLATERAL DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

8.20. Indemnity. Each Grantor hereby agrees to indemnify the Collateral Agent and the Secured Parties, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Collateral Agent or any Secured Party is a party thereto) imposed on, incurred by or asserted against the Collateral Agent or the Secured Parties, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Collateral Agent or the Secured Parties or any Grantor, and any claim for Patent, Trademark or Copyright infringement) except, claims, losses, damages, liabilities or expenses of any kind and nature whatsoever resulting solely and directly from the gross negligence or willful misconduct the Collateral Agent or one or more of the Secured Parties or a combination thereof as determined by a final judgment of a court of competent jurisdiction.

8.21. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart.

ARTICLE IX NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telecopier, personal delivery or nationally established overnight courier service, and shall be deemed received (a) when transmitted and confirmation of transmission received, if by hand or overnight courier service, or mailed by certified or registered mail notices or (b) when sent, if sent by telecopier (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), in each case addressed to the Grantors at the notice address set forth on Exhibit A, and to the Collateral Agent at the address set forth next to its signature below or as otherwise designated in writing by the Collateral Agent to the Grantors.

9.2. Change in Address for Notices. Each of the Grantors and the Collateral Agent may change the address for service of notice upon it by a notice in writing to the other parties.

ARTICLE X THE COLLATERAL AGENT

JPMorgan Chase Bank, N.A. has been appointed Collateral Agent for the Secured Parties hereunder pursuant to the Intercreditor Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Collateral Agent hereunder is subject to the terms of the delegation of authority made by the Secured Parties to the Collateral Agent pursuant to the Intercreditor Agreement, and that the Collateral Agent has agreed to act (and any successor Collateral Agent shall act) as such hereunder only on the express conditions contained in the Intercreditor Agreement. Any successor Collateral Agent appointed pursuant to the Intercreditor Agreement shall be entitled to all the rights, interests and benefits of the Collateral Agent hereunder.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have executed this Security Agreement as of the date first above written.

KELLY SERVICES, INC.

By: *Paul Stern*
Title: Treasurer

KELLY PROPERTIES, LLC

By: *Paul Stern*
Title: Treasurer

KELLY RECEIVABLES SERVICES, LLC

By: *Paul Stern*
Title: Treasurer

KELLY SERVICES (IRELAND), LTD.

By: *Paul Stern*
Title: Treasurer

KELLY SERVICES OF DENMARK, INC.

By: *Paul Stern*
Title: Treasurer

KELLY SERVICES CIS, INC.

By: *Paul Stern*
Title: Treasurer

KELLY SERVICES (AUSTRALIA), LTD.

By: *Paul Stern*
Title: Treasurer

[Signature Page to Security Agreement]

KELLY SERVICES (NEW ZEALAND), LTD.

By: Paul Stone
Title: **Treasurer**

KELLY STAFF LEASING, INC.

By: Paul Stone
Title: **Treasurer**

KHCS, INC.

By: Paul Stone
Title: **Treasurer**

KSI ACQUISITION CORPORATION

By: Paul Stone
Title: **Treasurer**

[Signature Page to Security Agreement]

BANK ONE

Fax:3123362754

Sep 28 2009 16:37

P.03

COLLATERAL AGENT:

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: *Suponne Egeotolo*

Title: Vice President

[Signature Page to Security Agreement]

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
 999 West Big Beaver Road
 Troy, MI 48084
 Attention: Treasurer
 Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KELLY SERVICES OF DENMARK, INC.

- I. **Name of Grantor:** Kelly Services of Denmark, Inc.
 II. **State of Incorporation or Organization:** Delaware
 III. **Type of Entity:** Corporation
 IV. **Organizational Number assigned by State of Incorporation or Organization:**
 223-4349
 V. **Federal Identification Number:** 38-2940174
 VI. **Chief Executive Office and Mailing Address:**

999 West Big Beaver Road
 Troy, MI 48084
 Attention: Treasurer

VII. **Locations of Collateral:**(a) Properties Owned by the Grantor:

None

(b) Properties Leased by the Grantor (Include Landlord's Name):

| Property Leased | Landlord: |
|---|-----------------------------|
| 1 Soendergade 1B, 8000 Aarhus, Denmark | Tang & Krogh Ejendomme |
| 2 Koebmagergade 26A, 2./3, 1150 Copenhagen. K, Denmark | DATEA AS Vinding Gruppen |
| 3 Jernbanegade 5, 2. th., 6000 Kolding, Denmark | A/S |

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KELLY STAFF LEASING, INC.

- I. **Name of Grantor:** Kelly Staff Leasing, Inc.
- II. **State of Incorporation or Organization:** California
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**
957481
- V. **Federal Identification Number:** 95-3653282
- VI. **Chief Executive Office and Mailing Address:**

999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:

None
- (b) Properties Leased by the Grantor (Include Landlord's Name):

None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

EXHIBIT A
(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KHCS, INC.

- I. **Name of Grantor:** KHCS, Inc.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**
0591522
- V. **Federal Identification Number:** 38-2110841
- VI. **Chief Executive Office and Mailing Address:**

999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:
None
- (b) Properties Leased by the Grantor (Include Landlord's Name):
None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KSI ACQUISITION CORPORATION

- I. **Name of Grantor:** KSI Acquisition Corporation
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**
23573-27
- V. **Federal Identification Number:** 38-3156551
- VI. **Chief Executive Office and Mailing Address:**

999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:
None
- (b) Properties Leased by the Grantor (Include Landlord's Name):
None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KELLY SERVICES, INC.

- I. **Name of Grantor:** Kelly Services, Inc.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**
04-59010
- V. **Federal Identification Number:** 38-1510762
- VI. **Chief Executive Office and Mailing Address:**

999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:
None
- (b) Properties Leased by the Grantor (Include Landlord's Name):
None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KELLY RECEIVABLES SERVICES, LLC

- I. **Name of Grantor:** Kelly Receivables Services, LLC
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Limited Liability Company
- IV. **Organizational Number assigned by State of Incorporation or Organization:**
3348290
- V. **Federal Identification Number:** 38-3576539
- VI. **Chief Executive Office and Mailing Address:**
999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:
None
- (b) Properties Leased by the Grantor (Include Landlord's Name):
None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KELLY SERVICES (AUSTRALIA), LTD.

- I. **Name of Grantor:** Kelly Services (Australia), Ltd.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**
215-5640
- V. **Federal Identification Number:** 52-1565878
- VI. **Chief Executive Office and Mailing Address:**

999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:

None
- (b) Properties Leased by the Grantor (Include Landlord's Name):

See Attached
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

KELLY SERVICES (AUSTRALIA) LTD - PROPERTIES LEASED

| Branch Name | Branch Address | Landlord | Landlord Address |
|---------------------------|--|---|---|
| CANBERRA | Mezzanine Level, 64 Northbourne Avenue Canberra, ACT 2600 | Knight Frank Australia Pty Ltd | Level 9 SAP House Corner Bunda & Akuna Streets, Canberra City ACT 2600 |
| CORPORATE AND SYDNEY | Ground Floor, 15 Castlereagh Street Sydney NSW 2000 | Castlereagh Investments City Freshholds Group | Level 19, 18 Castlereagh Street, Sydney NSW 2000 |
| BRISBANE | Level 4, 100 Edward Street Brisbane, Queensland 4000 | BACV Pty Ltd Girdia Group of Companies | Level 9, 488 Queen Street Brisbane, Queensland 4000 |
| PERTH | Level 1, Quayville 2 Mill Street, Perth, Western Australia 6000 | Jones Lang LaSalle | 31 Georges Square, Level 3 225 Street Georges Terrace Perth Western Australia 6000 |
| PARRAMATTA | Ground Floor, 78 George Street Parramatta NSW 2150 | Fusion Financial Solutions | 1428 High Street, Parrith NSW 2769 |
| MELBOURNE | Level 20, 459 Collins Street Melbourne Victoria 3000 | Enward Pty Ltd The Julliard Group of companies | 31st Level 499 Collins Street Melbourne Victoria 3000 |
| TOWNSVILLE | Level 4, 370 Flinders Street Townsville Queensland 4810 | CB Richard Ellis | Level 33, Waterfront Place, 1 Eagle Street Brisbane, Queensland 4001 |
| OAKLEIGH | Level 1, 2 Eaton Street Oakleigh, Victoria 3166 | Crabtree Real Estate Pty Ltd | 2 Atherton Road, Oakleigh, Victoria 3166 |
| ADELAIDE | Level 1, 242 Pirie Street Adelaide, South Australia 5000 | Knight Frank Australia Pty Ltd | Level 25 Wealpac House 91 King William Street, Adelaide South Australia 5000 |
| ADELAIDE INDUSTRIAL | Level 1, 95 South Road Hindmarsh, South Australia 5007 | Simon Tiddy Holdings Pty Ltd | 65 Manton Street Hindmarsh, South Australia 5007 |
| GOLD COAST | Level 3, 12-14 Marine Parade Southport, Queensland 4215 | Richardson and Wrench | 3 Gregory Terrace Spring Hill Queensland 4000 |
| LAVERTON | Unit 6, 227 Fitzgerald Road Laverton, Victoria 3028 | Merla Assunta Rico | 473 Canning Street North Carlton, Victoria 3054 |
| PERTH INDUSTRIAL | OS4, 1st Floor, Building A Commercial Centre, Market City 280 Bernier Road, Canning Vale WA 6155 | Perth Market Authority | Mail Point 1 Market City, Canning Vale Western Australia 6155 |
| WESTERN SYDNEY INDUSTRIAL | Unit 8, 55 Newton Road Wetherill Park NSW 2164 | Wetherill Park Industrial Real Estate Pty Ltd | PO Box 6525 Wetherill Park NSW 2164 |
| NORTH SYDNEY | Subs 4, Ground Floor 124 Walker Street, North Sydney NSW 2060 | CB Richard Ellis | Level 14, Suite 1401, 100 Pacific Highway North Sydney NSW 2060 |
| DARWIN | Level 1, Tourism House, 43 Mitchell Street Darwin Northern Territory 0800 | Maddalozzo Investments Pty Ltd | GPO Box 614 Darwin Northern Territory 0801 |

TRADEMARK

REEL: 004104 FRAME: 0551

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KELLY SERVICES CIS, INC.

- I. **Name of Grantor:** Kelly Services CIS, Inc.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**
2655416
- V. **Federal Identification Number:** 38-3310263
- VI. **Chief Executive Office and Mailing Address:**

999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:
None
- (b) Properties Leased by the Grantor (Include Landlord's Name):
None
- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):
None

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
 999 West Big Beaver Road
 Troy, MI 48084
 Attention: Treasurer
 Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KELLY SERVICES (IRELAND), LTD.

- I. **Name of Grantor:** Kelly Services (Ireland), Ltd.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**
0635813
- V. **Federal Identification Number:** 38-2037057
- VI. **Chief Executive Office and Mailing Address:**

999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:

None
- (b) Properties Leased by the Grantor (Include Landlord's Name):

| Branch | Branch Address | Landlord | Landlord Address |
|----------|--|---------------------------|---|
| DUBLIN | 21-22 Grafton Street, Dublin 2, Ireland | Ronan & Jackie McNamee | c/o HWBC Limited, 80 Harcourt Road, Dublin 2, Ireland |
| CORK | Carbery House, 67/69 South Mall, Cork, Ireland | Percy Nominees | AIB Investment House, Percy Place, Dublin 4, Ireland |
| TALLAGHT | 136 The Square, Tallaght, Dublin 24, Ireland | Noelle Industrials | 31 The Green, Woodpark, Ballinteer, Dublin 18, Ireland |

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

EXHIBIT A

(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KELLY SERVICES (NEW ZEALAND), LTD.

- I. **Name of Grantor:** Kelly Services (New Zealand), Ltd.
- II. **State of Incorporation or Organization:** Delaware
- III. **Type of Entity:** Corporation
- IV. **Organizational Number assigned by State of Incorporation or Organization:**
217-0507
- V. **Federal Identification Number:** 38-2829561
- VI. **Chief Executive Office and Mailing Address:**

999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
- VII. **Locations of Collateral:**
- (a) Properties Owned by the Grantor:

None
- (b) Properties Leased by the Grantor (Include Landlord's Name):

Christchurch/Corporate Christchurch (Leased)

Level 10, PWC Centre
119 Armagh Street
Christchurch

Landlord:

Kiwi Property Holdings Limited
C/- H G Livingstone Limited
Level 9, PWC Centre
119 Armagh Street
Christchurch

Wellington (Leased)

Level 10
99-105 Customhouse Quay
Wellington
Landlord:
DNZ Property Fund Limited
Level 9
99-105 Customhouse Quay
Wellington

Lower Hutt (Leased)

Suite 201, Level 2
119 Queens Drive
Lower Hutt
Landlord:
Queens Limited
PO Box 10 040, The Terrace
Wellington

Palmerston North (Leased)

62 - 66 Grey Street
Palmerston North
Landlord:
The Master's Christian Trust
PO Box 391
Levin

Hawkes Bay (Leased)

7 Austin Street
Napier
Hawkes Bay
Landlord:
Horizon Commercial
12 Victoria Avenue
Palmerston North

Hamilton (Leased)

17 Clifton Road
Hamilton
Landlord:
R G Myers & J E Boone
C/- Colliers International (G N Felton)
Corner Knox & Victoria Streets
Hamilton

Airport Oaks (Leased)

Unit A, Building 1
Pavilion Office Park
Airport Oaks
Landlord:
Mudrock Holdings Limited
PO Box 11488
Eilerslie
Auckland

South Auckland (Leased)

Unit 1
23 Springs Road
East Tamaki
Landlord:

Peter and June Curran Trust
C/- Malloy Goodwin Harford
PO Box 9892, Newmarket
Auckland 1149

Auckland Branch./Corporate Auckland (Leased)

Part Level 9
66 Wyndham Street
Auckland
Landlord:
Brookfield Multiplex Funds Management Limited
C/- Brookfield Multiplex Limited
PO Box 3100, Shortland Street
Auckland

Professional/Technical Auckland (Leased)

Ground Floor
66 Wyndham Street
Auckland
Landlord:
Brookfield Multiplex Funds Management Limited
C/- Brookfield Multiplex Limited
PO Box 3100, Shortland Street
Auckland

North Shore (Leased)

Ground Floor, Building B
104 Rosedale Road, Albany
North Shore
Landlord:
Padstow Properties No.2 Limited
C/- McVeagh Fleming
PO Box 300844
Albany 0752

- (c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

EXHIBIT A
(See Sections 3.2, 3.3, 3.4, 3.10 and 9.1 of Security Agreement)

NOTICE ADDRESS FOR ALL GRANTORS

Kelly Services, Inc.
999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
Facsimile: (248)244-5557

INFORMATION AND COLLATERAL LOCATIONS OF KELLY PROPERTIES, LLC

- I. Name of Grantor:** Kelly Properties, LLC
- II. State of Incorporation or Organization:** Delaware
- III. Type of Entity:** Limited Liability Company
- IV. Organizational Number assigned by State of Incorporation or Organization:**
4723252
- V. Federal Identification Number:** 38-2964567
- VI. Chief Executive Office and Mailing Address:**

999 West Big Beaver Road
Troy, MI 48084
Attention: Treasurer
- VII. Locations of Collateral:**
- (a) Properties Owned by the Grantor:

| ADDRESS | PARCEL NO | |
|--|---------------------|----------------|
| 911 WEST BIG BEAVER, TROY, MI 48084 | 88-20-28-101-032 | ANNEX |
| 999 WEST BIG BEAVER, TROY, MI 48084 | 88-20-28-101-034 | HDQTR |
| 2690 CROOKS , TROY MI 48084 | 88-20-28-101-003 | LINDSEY CENTER |
| 295 KIRTS, TROY MI 48084 | 88-20-28-252-016 | KIRTS BLVD |
| 885 BEACH RD, HARBOR SPRINGS, MI 49740 | 24-08-16-16-351-114 | CONDO |
| 889 BEACH RD, HARBOR SPRINGS, MI 49740 | 24-08-16-16-351-113 | CONDO |

ORION TOWNSHIP, MI - VACANT LOT

O-09-36-226-001

RES VACANT LOT

DESCRIPTION OF PROPERTY:

T4N, R10E, SRC 36 E 1/2 OF NE 1/4 74.5 A0564

CROOKS RD, TROY MI - VACANT LOT

88-20-28-101-047

BUS. VACANT LOT

DESCRIPTION OF PROPERTY:

T2N,R11E,SEC 28 PART OF NW 1/4 BEG AT PT DIST S 02-25-41 E 626.91 FT & N

87-34-19 E 60FT FROM NW SEC CORM TH N 8 7-28-55 E 528.89 FT, TH S 02-31-05 E

306.70 FT, TH S 87-23-39 W 529.37 FT, TH N 02-25-41 W

307.51 FT TO BEG 3.73 A/15/84

FR 040

(b) Properties Leased by the Grantor (Include Landlord's Name):

See Attached

(c) Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):

None

US LEASED LOCATIONS

| A | B | C | D | E | F | G |
|---|--|---------------------------------|-------------------|-------|------------|--|
| Address | Address | Address | City | State | Zip | Lessee |
| 1 1641-03 - Thousand Oaks | 601 Main Street | Suite 240 | Thousand Oaks | CA | 91380 | Main Corporate Center, LLC |
| 48 1442-01 - Fairfield | 495 Other Road | Suite 11 | Fairfield | CA | 94533 | Other Square |
| 50 1443-05 - Woodland Hills | 500 North Brand Blvd | Suite 1750 | Woodland Hills | CA | 91369 | SF US V8 SR Bldg, LP |
| 51 1444-01 - Woodland Hills | 5698 Canoga Avenue | Suite 415 | Woodland Hills | CA | 91367-6611 | H. Vincent Bonach, Jr. Trustee of Schiavo Revocable Family Trust |
| 52 1448-01 - Santa Fe Springs | 10300 Pioneer Blvd. | Suite 172 | Santa Fe Springs | CA | 94470-3713 | HRT BFB Town Center, LLC |
| 53 1448-02 - Irvine | 770 Inver Center Drive | Suite 230 | Irvine | CA | 92618 | American Spectrum Realty, Inc. |
| 54 1448-03 - Orange | 790 The City Drive South | Suite 120 | Orange | CA | 92668 | Orange City Sq., JV, LLC |
| 55 1451-04 - Upland | 518 North Mountain | Suite 130 | Upland | CA | 91790-2821 | PREB-Mountain Office, LP |
| 56 1452-01 - West Covina | 1000 Lakes Drive | Suite 140 | West Covina | CA | 91790 | Gateway Crescent, LLC |
| 57 1453-03 - Menlo Park | 723 North Main Street | Suite 100 | Menlo Park | CA | 94025-3752 | Low Barfield |
| 58 1463-01 - Milpitas | 763 East Calaveras Blvd. | Milpitas Town Center, Suite 200 | Milpitas | CA | 94538-5438 | Shapel Industries of Northern California |
| 59 1464-02 - San Bernardino | 1995 South Sunset Lane | Suite 104 | San Bernardino | CA | 92404-2268 | RCFC 1990 REC, LLC |
| 60 1470-02 - Monterey (Pleasantly) | 585 Arango Street | Suite 106 | Monterey | CA | 94023-2300 | Webster Street Partners, LLC |
| 61 1471-01 - Santa Cruz | 1414 Soquel Avenue | Suite 110 | Santa Cruz | CA | 95070-6940 | WBA |
| 62 1474-03 - Rancho Cordova | 3248 Quail Drive | Suite 107 | Rancho Cordova | CA | 95670-6940 | Hajer Hayati Realty Co., Inc. |
| 63 1478-02 - Brentwood | 4400 Golfred | Suite H | Brentwood | CA | 94306-1808 | Oliver Drive Partners |
| 64 1478-03 - Hollister | 181 San Felipe Road | Suite 100 | Hollister | CA | 95023 | Robert and Kathy Sempogano |
| 65 1479-02 - San Luis Obispo | 911 E. Capitan, Ste. 110 | Suite 110 | San Luis Obispo | CA | 93401 | Crescimo Properties, LLC |
| 66 1480-02 - Fresno | 5200 North Palm Ave | Suite 675 | Fresno | CA | 93704 | Richard V. Gainer |
| 67 1480-02 - LA Orange NGR | 328 The City Drive | Suite 1100 | Orange | CA | 92668 | Arden Realty Finance II, LLC |
| 68 1480-02 - Los Angeles North - NSR | 21300 Victory Blvd. | Suite 1100 | Woodland Hills | CA | 91367 | Douglas Emmell 2008, LLC |
| 69 1485-04 - Vista | 4238 S. Rooney Blvd., Ste P-1, Bldg. P | Suite 100 | Vista | CA | 92083 | Paul P. Parrain, LP PVA Group Inc. |
| 70 1486-01 - Los Angeles - KER | 5000 East Spring St., Ste. 270 | Suite 304 | Los Angeles | CA | 90016 | Union Services, Inc. |
| 71 1486-01 - Los Angeles RLR | 617 West 7th Street | Suite 304 | Los Angeles | CA | 90017 | San Bruno Lumber Company, Inc |
| 72 1486-01 - Los Angeles RLR | 1484 Santa Clara Drive | Suite 304 | Los Angeles | CA | 90017 | 817 7th Street Associates, LLP |
| 73 1486-02 - San Francisco KLR | 201 Mission Street, Ste. 1330 | Suite 120 | San Francisco | CA | 94108 | CA-Mission Street, LP |
| 74 1486-02 - San Jose KRR | 2025 Gateway Plaza | Suite 120 | San Jose | CA | 95110 | C.K. Samples, Inc. |
| 75 1490-01 - Orange-RFR | 723 Town & Country, Ste. 450 | Suite 300 | Orange | CA | 92668 | The Realty Associates Fund V, LP |
| 76 1490-01 - Teracola | 27770 Madison Avenue | Suite 300 | Teracola | CA | 92390 | El Yemoch, LLC |
| 77 1494-03 - Richmond | 2910 Hilco Mall Road | Suite 110 | Richmond | CA | 94804 | Hilco Medical Center, LLC |
| 78 1494-03 - Costa Mesa | 1533 South Coast Drive | Suite 100 | Costa Mesa | CA | 92626 | SC Executive Center, L.P. |
| 79 1494-02 - Sacramento | 3348 Quail Drive | Suite 100 | Rancho Cordova | CA | 95670-9440 | Bella Haven Realty Co., Inc. |
| 80 1361-02 - Chgo | 123 Yellowstone Drive | Suite 200 | Chgo | CA | 60673 | Stamens W&J Groupy Well |
| 81 1495-01 - San Diego Mission Valley | 2824 Camino Del Rio South | Suite 106 | San Diego | CA | 92108-3872 | Infinite Plaza Associates LP |
| 82 1495-01 - Oakland | 505 14th Street | Suite 420 | Oakland | CA | 94612 | OCC Venture, LLC |
| 83 1495-04 - Oakland KSR | 4495 Rosewood Dr., Ste. 2650 | Suite 104 | Preston | CA | 94608 | Phenical Partners, LLC |
| 84 1495-01 - San Francisco | 111 Anza Blvd. | Suite 320 | Burlingame | CA | 94610 | Business Venture - TIC |
| 85 1495-02 - IFR - San Diego | 8339 Cassessa Ave | Suite 100 | San Diego | CA | 92121 | POOP Janet Oakes, LLC |
| 86 1496-03 - Hewlett Packard | 11465 IV Bernards Court | Suite 100 | San Diego | CA | 92127 | Thomas D. Heath |
| 87 1496-01 - Fairfield/838 Sacramento-KGR | 300 Main Street, Ste. 179 | One Harbor Center | Suisun City | CA | 94585 | One Harbor Center, LP |
| 88 1496-02 - Denver (Downtown) | 1625 Broadway | Suite 1410 | Denver | CO | 80202 | I & G WTC Denver, LLC |
| 89 1496-01 - Arneith | 2375 West 82nd Avenue | Suite 320 | Arneith | CO | 80022-2611 | Pal II, LK, dba Pal Development LLC |
| 90 1497-01 - Colorado Springs | 6760 Corporate Drive | Suite 310 | Colorado Springs | CO | 80919 | Western America Commercial, LLC - Corporate Center |
| 91 1498-03 - Denver Tech Ct | 6105 DTC Parkway, Ste. 310 | Suite 305 | Greenwood Village | CO | 80111 | First Bank National Association |
| 92 1498-01 - Boulder | 3323 Annapolis Avenue | Suite 305 | Boulder | CO | 80503-1066 | 2288 Annapolis Partnership |
| 93 1498-02 - Fort Collins | 3590 John F. Kennedy Parkway | Suite 200 | Fort Collins | CO | 98523-2635 | Northern Investments, Ltd |

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| A | B | C | D | E | F | G |
|------------------------------|-------------------------------------|----------------------------------|------------------|-------|------------|---|
| Leasehold | Address | Address | City | State | Zip | Lessee |
| 100204-03 - Gainesville | 2210 NW 40th Street | Suite B & C | Alachua | FL | 32308 | Conroy Perini V, LLC |
| 101204-03 - Ocala | 2180 SW 26th Place | | Ocala | FL | 34474 | Cela Hills Professional Cereals Associates |
| 102070-02 - Breckenridge | 3918 U.S. Highway 301 N. | Suite 400, Bldg. D | Tampa | FL | 33619-2242 | Regional Franchise Company |
| 103207-06 - Fort St. Lucie | 9615 US Highway One | Suite 11 | Fort St. Lucie | FL | 34982 | Cherone B. Lucie Associates, LP |
| 104209-03 - Ocala | 1640 Sand Lake Road | Suite 114 | Ocala | FL | 32669 | Florida Mail Business Center, LLC |
| 105209-01 - Orange County | 4801 East Colonial Drive | Unit 23 | Oviedo | FL | 32763 | CHIEF Colonial Premiums Shopping Center, Ltd. |
| 106209-01 - North Palm Beach | 3300 PGA Boulevard | Suite 806 | North Palm Beach | FL | 33410-2810 | Realty Associates Fund VI, LP |
| 107209-01 - Miami | 1000 Biscayne Ave. | Suite 480 | Miami | FL | 33131 | Wing and Clark, LLC |
| 108211-03 - Atlanta | 4001 262nd Square | Suite 420, 1201 Peachtree Street | Atlanta | GA | 30391 | Colony Square, LLC |
| 109211-02 - Marietta | 1609 Parkway Place | Suite 135 | Marietta | GA | 30067 | Atlanta Parkway Investment Group, Inc. |
| 110211-03 - Duluth | 551 Thomson Road | Suite 122 | Lynx Springs | GA | 30122 | N.T.H., L.L.C. |
| 111211-04 - Duluth | 3238 Saalike Blvd., Suite 105 | Building 400 | Duluth | GA | 30096 | General Resources AAF Satellite 400 Owner Corp. |
| 112211-02 - Mason | 4808 Riverside Drive | Suite 104 | Macon | GA | 31210-1147 | CSFS-CFS, Wells Fargo Bank as Trustee |
| 113212-02 - Albany | 3665 Brookside Parkway | Suite 108 | Albany | GA | 31702 | Duke Escrow Funding 2009 - 1A1Z, LLC |
| 114213-02 - Conroe | 1300 Parker Road | Suite K | Conroy | GA | 30227-8689 | Lewis Associates, Inc. |
| 115213-05 - Augusta | 4277 Washington Road | Unit 6 | Evans | GA | 30609 | Inland Western Ewing, LLC |
| 116214-03 - Brentwood | 667 Soman Road | | Brentwood | GA | 31520 | L & A Bank, LLC |
| 117214-02 - Waycross | 1600 City Boulevard | Suite D | Waycross | GA | 31551 | Seasar Brothers Investments |
| 118214-03 - Valdosta | 1810 North Ashley Street | Suite 77 | Valdosta | GA | 31793 | Begley Family, LLC |
| 119216-02 - Albany | 2770 Dawson Road | Suite 3 & 4 | Albany | GA | 31707-1628 | Wesover Trade Partnership |
| 120216-03 - Atlanta | 3180 Atlanta Highway | Shop No. 23 | Atlanta | GA | 30309 | AWSC, LLC |
| 121216-02 - Rome | 3 East 6th Avenue | | Rome | GA | 30059 | CSNY, Jr. Properties |
| 122217-04 - Gainesville | 260 John W. Monrow, Jr. Parkway | Suite 108 | Gainesville | GA | 32621 | Washington Street Commons, LLC |
| 123218-03 - Dublin | 613 Benning Way | Suite 212 & 214 | Dublin | GA | 31004 | Dillon Park, LP |
| 124219-04 - Columbus | 6030 Whitewater Road | Suite 102 | Columbus | GA | 31904 | ATRX Investments, LLC |
| 125219-03 - Savannah | 322 Commercial Drive | Suite 3 | Savannah | GA | 31408 | Endeavor Enterprises |
| 126219-02 - Atlanta | 1118 Piedmont Center Place | Suite 1050 | Atlanta | GA | 30346 | RB Terraces, LLC |
| 127219-02 - La Grange | 580 South Dixie Road | Suite B | La Grange | GA | 30241 | Joan R. Reyes |
| 128221-01 - Honolulu | 1100 West Avenue | Suite 1020 | Honolulu | HI | 96814-1817 | P.O.P.T. (Wood Avenue) LLC |
| 129221-02 - Boise | 942 Fairview | Building D | Boise | ID | 83704 | Sundance Investments, LLP |
| 130221-02 - Coeur d'Alene | 213 Appleway | Suite 6 | Coeur d'Alene | ID | 83814 | Appley Plaza Norman Fuel Estate |
| 131221-04 - Chicago | 1600 Shero Drive, Ste. 100 | | Madison Hts | IL | 60004 | YFI Madison, LLC |
| 132241-02 - Chicago (Loop) | 172 S411-02 - Chicago (Loop) | Suite 1805 | Chicago | IL | 60601 | 85 West Monroe, LLC |
| 133241-02 - Ford City | 10200-24 B. Occoee Ave. | | Chicago | IL | 60643 | Comar Properties |
| 134241-03 - Oak Brook | 700 Bunker Hill, Ste. 100 | | Oak Lawn | IL | 60458 | 61 Paul Properties, Inc. |
| 135242-02 - Naperville | 1419 50th St., Ste. 171 | | Lombard | IL | 60148 | Brookside Gateway |
| 136242-02 - Vernon Hills | 850 N. Milwaukee Ave. | | Naperville | IL | 60563 | 6221 Associates |
| 137242-03 - Schaumburg | 20 North McFarlane Rd. | Suite #104 | Vernon Hills | IL | 60173 | IGS Woodfield Premiums, LLC |
| 138242-03 - Frankfort | 18549-51 S. LeGrange Rd., Bldg. 201 | Unit 22 | Frankfort | IL | 60173 | Inland Commercial Property Management Inc. |
| 139242-02 - Bensenville | 18-30 North York Road | Suite 26 | Bensenville | IL | 60181 | Amrk, Inc. |
| 140242-02 - Bensenville | 421 S. Malwood | | Rockford | IL | 61108 | Ken Wenz |
| 141242-02 - Buffalo Grove | 1081 Johnson Drive, Ste. 220 | | Buffalo Grove | IL | 60089 | Chey Chase Business Park #7, LP |
| 142247-02 - Joliet | 5077 West Jefferson | Suite 101 | Joliet | IL | 60438-0243 | John Bate |
| 143243-01 - Bourbonnais | 578 Main Street NW | | Bourbonnais | IL | 60914-2303 | State Mutual Limited |
| 144244-02 - Peoria | 3718 N. Prospect Rd. | | Peoria | IL | 61614 | Prophet Crossing, LLC |
| 145244-02 - Springfield | 3001 Monroe Drive | Suite B | Springfield | IL | 62704 | William & Patricia Merritt |

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|--|--------------------------------|----------------------------|-------------------|-------|------------|--|
| Address | Address | Address | City | State | Zip | Client |
| 182 2413-02 - Decatur | 2560 E. Federal Drive, Bldg. 7 | Suite 100 | Decatur | IL | 62526-7449 | Park 101 Office, LLC |
| 187 2448-04 - West Dundee | 770 Beacon St., Ste. C | | West Dundee | IL | 60119 | DAC Properties, LLC |
| 188 2450-09 - Champaign | 113 N. Main St., Ste. K | | Champaign | IL | 61821 | MCWARD Champaign Commons, LLC |
| 189 2461-02 - Danville | 2 East Main Street | Suite #144 | Danville | IL | 61833-4831 | Genesee Toyota Center, LLC |
| 192 2482-04 - Romeoville | 480 B N Weber Road | | Romeoville | IL | 60446 | KC LLC |
| 193 2494-02 - Champaign/HER | 1815 S. Mayers Rd. | Suite 460 | Champaign/Tenness | IL | 61811 | CRP Holdings A-2, LLC |
| 194 2498-01 - Bloomington | 211 South Prospect Rd | | Bloomington | IL | 61704-4877 | Madison County Land Trust, 01-11 |
| 193 2497-02 - Chicago/KFR | 2700 Parkland Blvd., Ste. 130 | | Chicago | IL | 60625 | GRE Profitable, LLC |
| 192 2491-01 - Chicago/KLR | 111 W. Washington Street | Suite 711 - Burnham Center | Chicago | IL | 60602 | 111 West Washington, LLC |
| 194 2502-01 - Terre Haute | 601 Ohio Street | Suite 50 | Terre Haute | IN | 47807 | Quantum Development Company, LLC |
| 193 2510-02 - Indianapolis (Downtown) | 201 N. Nichols St., Ste. 300 | | Indianapolis | IN | 46204 | VV LBA City LP |
| 197 2511-02 - Indianapolis (Northwest) | 9950 Purdue Road | Suite 110 | Indianapolis | IN | 46268 1170 | Zeller OCP, LLC |
| 198 2513-01 - Zionsville | 715 S. Buffalo Street | | Westfield | IN | 46080-4312 | Westbrook Development Group |
| 199 2518-03 - Fort Wayne | 3702 Ruggi Drive | Suite 100 | Fort Wayne | IN | 46805-1844 | Stewart, Bennett Properties, LLC |
| 200 2517-03 - Auburn | 1894 Shook Drive, Ste. B | | Auburn | IN | 47609 | Campion Thomas Investments, LLC |
| 201 2520-03 - Indianapolis/Dial32 | 8750 Castle Creek Parkway | Ste. 187 | Indianapolis | IN | 47607 | Thompson Trill Properties, LLC |
| 202 2521-03 - Terre Haute | 601 Webster | Suite 130 | Terre Haute | IN | 46229 | New Boston Castle Creek Limited Partnership |
| 203 2528-02 - Indianapolis/KFR | 8608 Allentown Rd | Suite 305 | Indianapolis | IN | 47160 | Konter Holdings Properties, LLC |
| 204 2529-02 - Southern Indiana | 3026 Grand Line Rd. | | New Albany | IN | 47150 | Talbot Main Street Crossing, LLC |
| 205 2530-01 - Plainfield | 152 N. Perry Road | Ste 154 | Plainfield | IN | 46110 | GMI South of Greater Chicago Northwest Indiana, Inc. |
| 206 2530-03 - Merrillville | 8885 Broadway | | Merrillville | IN | 46360 | Inland Commercial Property Management, Inc. |
| 207 2534-01 - Michigan City | 4381 E. Franklin St., Unit 23 | | Michigan City | IN | 46360 | Fortune Avenue Partners, LLP |
| 208 2565-01 - Kokomo | 2727 South Abright Road | Fortune Avenue Building | Kokomo | IN | 46902 | ERM Commercial Properties |
| 209 2569-01 - Leipsville | 3530 State Road 28 East | Suite A | Lafayette | IN | 47201 | Brewster Investments of Group, Inc. |
| 210 2569-01 - Columbus | 870 Brown Street | Suite B | Columbus | IN | 47201 | Reed Road Associates, LP |
| 211 2575-02 - Ellettsville | 3418 South Main Street | | Ellettsville | IN | 46817 | Franklin Investment Group, LLC |
| 212 2582-02 - Evansville | 2426 Highway 41 North | Suite 311 | Evansville | IN | 47604 | GFC, Inc. |
| 213 2583-01 - Bloomington | 155 North College Ave. | Suite 111 | Bloomington | IN | 47404 | 400 Locust, LLC |
| 214 2611-01 - Des Moines | 600 Locust Street, #250 | | Des Moines | IA | 50309-3740 | RAACO Properties, LLC |
| 215 2612-02 - Westfield | 3630 University Avenue | Capital Square Bldg. | Westfield | IA | 50701-8022 | Delaware Plaza, Inc |
| 216 2613-02 - Mason City | 106 S. Delaware Avenue | | Mason City | IA | 50401-3908 | Northwest Bank & Trust Company |
| 217 2614-02 - Quad Cities | 100 E. Embassy Road | Suite 504 | Des Moines | IA | 52808 | Northwest Bank & Trust Company |
| 218 2623-02 - Cedar Rapids | 200 East Street SE | Suite 104 | Cedar Rapids | IA | 52401-1480 | SES Utilities, Inc. |
| 219 2623-02 - Iowa City | 28 Sargent Corner Drive | | Iowa City | IA | 52248 | Sturgis Corner Associates |
| 220 2711-00 - Wichita | 777 N. Wilson Street | Suite 220 | Wichita | KS | 67207 | Tomorrow 24 River Park, LP |
| 221 2713-01 - CCH Wichita | 6111 E Douglas | Suite 110 | Wichita | KS | 67207 | Farmer State Bank |
| 222 2716-01 - Hoopes-Wichita | 1607 North Main St. | | McPherson | KS | 67460 | Farmer State Bank |
| 223 2730-02 - Topeka | 1600 Westmarket | Suite 200 | Topeka | KS | 66603-3429 | Capital Credit USD, LLC |
| 224 2731-02 - Lawrence | 1410 Kennel Drive | Suite 8 | Lawrence | KS | 66044 | Lertj L. Palquist dba Orchards 1 |
| 225 2811-03 - Loveland | 1900 Shelbyville Road | Suite 140 | Louisville | KY | 40222 | Paragon Overlays Corp |
| 226 2813-01 - Louisville | 220 West Main Street | Suite 110 | Louisville | KY | 40202 | Louisville Financial Associates, LLC |
| 227 2814-06 - Shelbyville | 11 Boncrest Bankhome Park | Unit B | Shelbyville | KY | 40069 | Roy Blythe Collins |
| 228 2816-03 - South End | 4000 Crossing Center St | Office (104, 105) 105 | Louisville | KY | 40243 | Measured Progress, Inc. |
| 229 2821-02 - Lexington | 2368 Nicholsonville Road | Suite 185 | Lexington | KY | 40503 | Medical Heights, LLC |
| 230 2822-02 - Frankfort | 8496 Louisville Road | | Frankfort | KY | 40601 | HUB West, Inc |
| 231 2824-03 - Richmond | 2130 Ludington Road | Suite B - Harper Square | Richmond | KY | 40475 | Tom Harper |

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| A | B | C | D | E | F | G |
|-----|------------------------------------|---------------------------------|------------------|-------|------------|---|
| 1 | 3000 | 3000 | 3000 | 3000 | 3000 | 3000 |
| 232 | 708 North Green Street | Suite D | Hamilton | MD | 44220 | Rogers Family Group, LLC |
| 233 | 2841 Thibault Street | Suite 92 | Ashtabula | OH | 41103 9449 | G & G Realestate |
| 234 | 1002 S. Broadway (West Longfellow) | Suite 4 | Georgetown | DC | 40324-1483 | Washington Square |
| 235 | 7909 Turley Road | Suite 140 | Florence | SC | 41042 | Cabot Turkey Ridge Lease Co., LLC |
| 236 | 1826 Old Main Street | Suite B | Marysville | OH | 41055 | BKK Rentals |
| 237 | 128 West Ohio Street | | Morgantown | OH | 42201 | Jerry Howard Rentals |
| 238 | 1984 Campbell Lane | Suite 102 | Bowling Green | OH | 43404 | M.L. Desaiy Plaza, LLC |
| 239 | 1815 Poyntz Street | Suite 200 | New Orleans | LA | 70112 2723 | Public Employees Retirement |
| 240 | One Lakeside Plaza | Suite 208 | Lake Charles | LA | 70801 | One Lakeside Plaza, LLC |
| 241 | 2800 Veterans Blvd. | Suite 225 | Metairie | LA | 70022 | 2800 Associates, LLC |
| 242 | 9726 Sligden Lane | Suite E | Baton Rouge | LA | 70809 | Insured American Baton Rouge Stegan, L.L.C. |
| 243 | 426 Ashley Ridge, Ste. A136 | Suite 1 | Shreveport | LA | 70737 | Stacy V.V., LLC |
| 244 | 2211 S. Bernside | Suite 116 | Concordia | LA | 70503-5159 | Hugh J. Wilson and Associates - Petrochem Tower of Lafayette, LLC |
| 245 | 5979 Annulettoor Cahilly | Suite 116 | Lafayette | LA | 71201 | Ronald Jeffrey Powell |
| 246 | 5183 Mercedes Drive | | LA | 71201 | | |
| 247 | 2359 Baha Chasse Hwy | Suite 110 | Grovia | LA | 70053 7127 | Green Realty Company |
| 248 | 80 Donald B. Dean Drive | Suite 2 | South Portland | ME | 04108 | North Enterprises, LLC |
| 249 | 48 Conynsky Drive | Suite 2 | Augusta | ME | 04330-9405 | Widens School Management |
| 250 | 522 Center Street | Unit C | Auburn | ME | 04210 | R. J. Povich III Investment Trust |
| 251 | One Cumberland Plaza | Suite 114 | Bangor | ME | 04401-5083 | Cumberland Partners |
| 252 | 1306 Concordia Drive #203 | Gateway International II | Lindcomb | MD | 21089 | GOPT Concepts, LLC |
| 253 | One North Charred Street | 16TH. Floor, Blaustein Building | Baltimore | MD | 21201 | BPO Office Partners X North Charles Street LLC |
| 254 | 501 Fairmount Avenue | Suite 107 | Towson | MD | 21286 | 501 Fairmount Associates LP |
| 255 | 183 Dulles Highway, Suite 214 | The Courtyards | Annapolis | MD | 21401 | Mansions Courtyard, LLC |
| 256 | 1828 Ritzerspoint Road | Suite 205 | Baltimore | MD | 21208 | WHL Land LP |
| 257 | 9659 Starford Blvd. | Suite 3990 | Columbia | MD | 21046 | Meritt Properties, LLC |
| 258 | One Church Street | Suite 304 | Rockville | MD | 20850 4158 | One Church Street, LLC |
| 259 | 1005 West 7th Street | Suite 405 | Frederick | MD | 21701 4129 | Falckow Center Limited Partnership, L.L.P. |
| 260 | 8021 University Blvd | Suite 100 | Greenbelt | MD | 21043 | Meritt - FF, LLC |
| 261 | 8908 Ivy Lane | Suite 100 | Greenbelt | MD | 20770 | Beverly Springs Lake Associates LLP |
| 262 | 4 Meeting House Road | Suite 18 & 18 | Chatham | MA | 01824 | J & C Management |
| 263 | 10 Post Office Square | Suite 1100 | Stoughton | MA | 02110 | Beverly 18-Ten PO Firm, LLC |
| 264 | 800 West Cummings Park | Suite 1100 | Woburn | MA | 01801 | Cummings Properties |
| 265 | 900 Crown Colony Drive | Suite 204 | Quincy | MA | 02169 | Three Hundred Crown Colony |
| 266 | One New England Executive Park | Suite 103 & 215 | Burlington | MA | 01803 | ES&M Office Properties |
| 267 | 46 Daggart Drive | Suite 2A | West Springfield | MA | 01089 | Qualified Plan Consultants, Inc. |
| 268 | 19 North Main Street | | West Springfield | MA | 02720-2130 | Ten North Main Street, LLC |
| 269 | 78 South Church Street | 8th Fl., Floor 42, Unit #1 | Princeton | MA | 01501 | New England Newspaper |
| 270 | 8 Lyman Street | Suite 201 | Worcester | MA | 01581 | CMS Realty Trust |
| 271 | 3405 W. Twelve Mile Rd., Ste. 210 | | Farmington Hills | MI | 48331 | Abcoulum Properties, LLC |
| 272 | 211 West Fort Street | Suite 100 | Detroit | MI | 48226 | 211 For Westington Associates |
| 273 | 2100 South Main Street | Suite C | Ann Arbor | MI | 48103 6432 | 2100 Associates, LLC |
| 274 | 5721 University Drive | Suite 180 | Auburn Hills | MI | 48326 | Auburn Office Center, LLC |
| 275 | 12900 Hall Road, Suite 110 | One Sterling Town Center | Sterling Heights | MI | 48313-1448 | Sterling Town Center |
| 276 | 1301 W. Long Lake Road | Suite 180 | Troy | MI | 48068 8328 | Long Lake Crossing, LLC |
| 277 | 18705 Bernt Ave | Suite 116 | Livonia | MI | 48154 | SMAC Investors, LLC |

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|-----------------------------------|-----------------------------------|--------------------------------|------------------|----|------------|---|
| 1 320 Highway 210 West | 508 East Grand Avenue | Suite 300 | Brighton | MI | 48116-1817 | US Realty |
| 170 323-02 - Bayview | 4600 Fashion Square Boulevard | Suite 210 | Saginaw | MI | 48604-8907 | E.E. Field & Co |
| 270 327-02 - Saginaw | 1446 East Main Street | | Onondago | MI | 48867-8648 | Onondago East, LLC |
| 280 329-02 - Onondago | 981 South Main Street | Suite One | Lapeer | MI | 48446-3044 | Brown & Kent Properties, LLC |
| 290 329-03 - Elm | 2454 S. Larkin Road | Suite A | Elm | MI | 48532 | West Building |
| 300 333-02 - Grand Rapids | 5270 Eagle Run Drive, NE | Suite 204 | Grand Rapids | MI | 49525 | Single Development Company |
| 310 333-06 - Muskegon | 6978 Harvey Street | Suite A | Muskegon | MI | 49441 | Shoreline Properties, LLC |
| 320 333-04 - Valenzuela | 2775 Alviner Blvd., Suite 202 | | Kalamazoo | MI | 49002 | Kalamazoo, LLC |
| 330 337-02 - Battle Creek | 2245 W. Columbia Ave. | Suite 115 & 116 | Battle Creek | MI | 49315 | Plaza West LLC |
| 340 338-01 - Holland | 318 Gayden Avenue | Suite 140 | Holland | MI | 49424-8949 | S. M. L. LLC |
| 350 338-02 - Taylor | 2090 Superior Road | Suite 200 | Taylor | MI | 48190-6881 | Superior Paces Holdings, LLC |
| 360 338-03 - Traverse City | 1843 South Division, Ste. 110 | | Traverse City | MI | 49684 | R06 Creek Market Place, LLC |
| 370 338-02 - Holland | 142 Auburn Street | | Holland | MI | 49424-8949 | Ruff E. Probst |
| 380 338-02 - Holland | 2852 Korte Road | Suite B | Port Huron | MI | 48069 | Dr. J. Richard Brooks |
| 390 338-01 - Pleasanton | 1147 US 31 North | | Pleasanton | MI | 49770 | Koffman McEvoy, LLC |
| 400 338-02 - Monroe | 428 South Monroe Street | Ste. 100 | Monroe | MI | 48151 | Appian Building, LLC |
| 410 337-02 - Ford | 339 Town Center Dr. | | Detroit | MI | 48226 | Front Motor Land Development |
| 420 337-02 - General Motors | 24245 Mound Road | | Staffing Heights | MI | 48310 | Spina Forge Staffing Heights Assoc, LLC |
| 430 338-01 - Lansing | 628 South O'Neil Road | Suite A | Lansing | MI | 48917 | 748 Special Assets, LLC |
| 440 338-01 - Southfield | 1071 Lawrence Ave., Ste. C | | Levittown | MI | 48202 | Bullseye Properties LLC |
| 450 338-01 - Southfield | 407 Galleria Offprints | Suite 120 | Southfield | MI | 48034-8473 | Galena Properties, LLC |
| 460 338-01 - Detroit | 60 W. Big Beaver | Ste. 136 | Troy | MI | 48064 | Liberty Investments, LLC |
| 470 338-01 - Detroit | 3900 Northwoods Drive | Suite 100 | Arden Hills | MI | 48112 | Teachers Retirement System |
| 480 338-01 - Detroit | 140 Pilgrimage Center | 200 South 6th Street, Ste. 145 | Ann Arbor | MI | 48102-1416 | First Minneapolis National Company |
| 490 338-01 - Bloomington | 1650 West 62nd Street | Suite 140 | Bloomington | MI | 48301 | United Properties Investment Co. (SPCC) |
| 500 338-01 - Broadview Center | 5605 Xacosa Avenue North | Suite 1 | Broadview Center | MI | 48319 | Brookside Corner, LLC |
| 510 338-01 - St. Clair | 4185 South Second St. | Suite 425 | St. Clair | MI | 48051-7354 | BRET Properties, A North Dakota LTD Partnership |
| 520 338-01 - St. Clair | 3905 Vicksburg Lane | Suite 600 | Plymouth | MI | 48147 | Plymouth Midstate, LLC |
| 530 338-01 - St. Clair | 444 Cedar St., Ste. 300 | | St. Clair | MI | 48051 | Town Square Realty, LLC |
| 540 338-01 - Twin Falls, NE | 6465 Wiggins Boulevard | Suite 155 | Becker | MI | 49426 | V/F WPark Plaza West, LLC |
| 550 338-02 - Brainerd | 1300 Highway 210 West, Ste 118A | | Winona | MI | 56426 | Whisper Mill LLC |
| 560 338-01 - Winona | 111 Riverfront | Suite 102 | Winona | MI | 56497 | Shawfront Partnership, LP |
| 570 338-01 - Duluth | 531 West Superior St., Ste. 20 | | Duluth | MI | 56602 | Onesta Realty Company |
| 580 338-01 - Rochester | 3600 Highway 52 North | Suite 250 | Rochester | MI | 56601-0108 | Frederic P. Kotschuba & Bonnie R. Kotschuba |
| 590 338-01 - NTR-Minneapolis | 3600 N. 6th Street | Suite 910 | Bloomington | MI | 56431 | Midwestern Life Company |
| 600 338-01 - Minneapolis KLR | 697 Marquette Ave. | Suite 2800 | Minneapolis | MI | 55402 | 301 Marquette, LLC |
| 610 338-01 - Gullport EBAM | 10160 Corporate Drive | Suite 18 | Gullport | MI | 59553 | Home Builders Association |
| 620 338-01 - Jackson | 4211 Leland Drive | Suite 4211 | Fremont | MI | 59532 | Fremar, LLC |
| 630 338-01 - Blainville | 180 Highway 91 North | Suite 5 | Blainville | MI | 59608-2312 | Locken Development, Inc. |
| 640 338-01 - Tupelo | 180 Park Gate Drive | Suite 1-6 | Tupelo | MS | 38801-3032 | American Family Association |
| 650 338-01 - Hattiesburg | 123 S. 27th | Suite D | Hattiesburg | MS | 39141 | Marlin H. Baker & John H. Faust |
| 660 338-01 - Gullport | 15118 Crossroads Parkway | Unit 15106 | Gullport | MS | 39609 | DDR Crossroads Center LLC |
| 670 338-01 - Jordan-Wayneboro | 724 Station Street | First Floor | Waynesboro | MS | 39367 | James Gary Slight and Thomas Burke Slight |
| 680 338-01 - Olive Branch | 810 Crane Creek Blvd. | Suite 109 | Olive Branch | MS | 38654 | CG Investment Group, LLC |
| 690 338-01 - Kansas City District | 6200 Indian Creek Parkway | Suite 130 & 160 | Overland Park | KS | 66210-2008 | UCMSREP-Corporate Woods, LLC |
| 700 338-01 - Kansas City North | 350 HWY Englewood Road. (225-522) | | Kansas City | MO | 64118 | McHenry Englewood Plaza, LP |

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| A | B | C | D | E | F | G | H | I |
|--------------------------------|----------------------------|---------|--------------|-------|-------|--|-----------|-----------|
| Address | Address | Address | City | State | Zip | Leasehold | Leasehold | Leasehold |
| 100 Corporate Parkway | Suite 116 | | Ann Arbor | MI | 48106 | United Development Corp. | | |
| 111 West Second Street | Suite 400 | | Jenks | OK | 74701 | Meritcap Ventures, Ltd. | | |
| 100 Main Street | Suite 315 | | Rockville | MD | 20850 | Meridian Center Associates, LLC | | |
| 3225 State Route 354, Suite 45 | | | Camden | NY | 14823 | The Woodman Group, Inc. | | |
| 600 James Street, 2nd Floor | | | Camden | NY | 14824 | Chlorophyll Community, Inc. | | |
| 17-17 1st Street | | | Arden | NY | 13021 | Ronald Properties, Inc. | | |
| 200 Main Street | Suite 202 | | Wilmington | DE | 19801 | Longwood Properties, LLC | | |
| 101 Main Street | Suite 105 | | Concord | MA | 03304 | 91-101 Main Street, LLC | | |
| 110 Business Park Drive | | | Utica | NY | 13502 | DuRoi Realty Corporation | | |
| 72 Depot Street | | | Rochester | NY | 14626 | Benjamin J. Murphy Associates | | |
| 420 Livingston Avenue | Rooms 200-202 | | New York | NY | 10170 | 8LG Capital Means Leases, LLC | | |
| 18 Court Street | 28th Floor | | Brooklyn | NY | 11241 | 18 Court Street Owner LLC | | |
| 7-11 South Broadway | Suite 409 | | White Plains | NY | 10601 | GHP Broadway, LLC | | |
| 81 Broadway | Suite 2226 | | New York | NY | 10004 | 81 Broadway Owner, LLC | | |
| 200 Broadview Road | Suite 134 & Meeting Room D | | White Plains | NY | 10607 | Regus Corporation | | |
| 171 East Side Street | Suite 308-M12 | | Yonkers | NY | 10450 | Center Plaza - TSD Associates | | |
| 750 S. Main Street | 4th Floor | | Newark | NY | 14482 | Rossmore Development Corporation | | |
| 110 West Main Street | Suite 4 | | New York | NY | 10022 | 88 Park Avenue Associates, LP | | |
| 241 Broadway | Suite 502 | | LeRoy | NY | 14482 | David A. Ties | | |
| 780 North Point Blvd. | Lobby Level | | New York | NY | 10003 | 841-883 Broadway Associates, LLC | | |
| 11620 David Taylor Drive | Suite 212 | | New York | NY | 10017 | 237 Park Avenue Owner, LP | | |
| 1680 Hendersonville Road | Unit 30 | | Charlotte | NC | 27205 | REVA Management Advisory, LLC | | |
| One Coplay Parkway | Suite 302 | | Ashville | NC | 28802 | High Family Partnership I | | |
| 613 Sullivan Road | Suite 103 | | Statesville | NC | 27169 | Skyland Crest, LLC | | |
| 3708 Maple Street | Suite 110 & 106 | | Durham | NC | 27707 | Coconure Associates, LLC | | |
| One Coplay Parkway | Suite 180 | | Durham | NC | 27709 | Southern Road Partners | | |
| 3840 Premier Center Drive | Suite 200 | | Durham | NC | 27709 | South Square Two, LLC | | |
| 820 Green Valley Road | Suite 320 | | High Point | NC | 27265 | Concourse Associates, LLC | | |
| 4501 Six Forks Road | The Power Company | | Greensboro | NC | 27409 | Premier Center Associates, LLC | | |
| 1701 Sunset Avenue, Ste. 103 | Suite B | | Rocky Mount | NC | 27804 | CB, FC Building, LLC | | |
| 3428 Airport Blvd. | Suite B | | Wilson | NC | 27709 | Sun Life Assurance Co. of Canada | | |
| 2604 Independence Blvd | Suite B | | Wilmington | NC | 28409 | The Power Company | | |
| 1400 East Arlington Blvd | Suite B & C | | Greensboro | NC | 27836 | FPA, LLC | | |
| 2502 Heritage Street | Suite 102 | | Winston | NC | 28601 | Concession Group LLC | | |
| 4501 18th Avenue SW | Bay 101 | | Flag | ND | 58105 | HBOC Properties, LLC | | |
| 3766 22nd Ave. South | Suite 128 | | Grand Forks | ND | 58201 | Realty Partnership, Inc. | | |
| 621 E. Main Street | Suite 1 | | Blount | OH | 45002 | Iron Mountain & LP | | |
| 8800 Medina Road | Ground Floor | | Blount | OH | 45002 | Heinard, Inc. | | |
| 4500 Darrow Road | Suite 601 | | Stow | OH | 44224 | Civic Square Development, LLP | | |
| 51 North Third Street | Suite 110 | | Newark | OH | 43085 | Mediaca Center Ltd. | | |
| 24 West Third Street | Room 212 | | Mansfield | OH | 44902 | Omni Plaza, LLC | | |
| 98-42 North Fourth Street | 2nd Floor | | Cincinnati | OH | 45202 | The North Third Tower LP | | |
| 3445 Michigan Avenue | Springdale | | Cincinnati | OH | 45202 | The Walnut Building | | |
| 11336 Pittsford Pike | | | Cincinnati | OH | 45202 | Management Properties USA, LLC | | |
| | | | | | | Rever City Capital LP | | |
| | | | | | | Laroc O. Subany Family Ltd Partnership | | |

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US LEASED LOCATIONS

| A | B | C | D | E | F | G |
|-------------------------------|------------------------------|---------------------------|-------------------|----|------------|---|
| 416 4725-02 - Cleveland | 1500 East 9th Street | 2000 101 | Cleveland | OH | 44114 | Carle AE 978 Field N, LP |
| 417 4727-03 - Lorain | 1512 Dutton Road | | Shaded Village | OH | 44035 | Joseph D. Himmelschmid |
| 418 4728-04 - Solon | 2891 Emory Road | Suite 106-110 | Wentworth Heights | OH | 44128 | Cigital Property Company, Ltd. |
| 419 4730-02 - Newburg Heights | 7771 Engle Road | Suite 106 | Wentworth Heights | OH | 44130 | Plexa South Commodore LP |
| 420 4731-01 - Dayton | 3055 McKinley Boulevard | Suite 201 | Aurora | OH | 45439 | Dayton-Piquette Valley Realty Associates, LLC |
| 421 4732-01 - Toledo | 4204 Oyster Ave | Suite 102 | Toledo | OH | 43623 | Shenck 4246 Investors, LLC |
| 422 4733-02 - Youngstown | 1770 Whelan Court | Suite 4 | Boardman | OH | 44612 | CTW Development Corporation |
| 423 4734-01 - Ashland | 4630 Main Avenue | Suite 109 | Ashland | OH | 44824 | Ashtabula Area Chamber of Trade |
| 424 4735-02 - Steubenville | 1824 E. Perkins Avenue | Suite 304 | Steubenville | OH | 44670 | Perkins Avenue LP |
| 425 4736-01 - Cleveland | 6196 Rockside Road | Suite 304 | Independence | OH | 44191-2217 | Rockside Square One |
| 426 4737-04 - Columbus | 226 South Front Street | Suite 110117 | Fremont | OH | 43420 | Donald S. Olson Dd |
| 427 4738-02 - East Columbus | 2707-2771 Maple Road | Unit 8 | Columbus | OH | 43219 | Feastel Center, LP |
| 428 4739-02 - Findlay | 1495 East Broad Street | | Columbus | OH | 43219 | Feastel Center, LP |
| 429 4740-01 - Findlay | 1811 Tiffin Avenue | | Columbus | OH | 43219 | Feastel Center, LP |
| 430 4741-01 - Findlay | 812 53rd Street | Courthouse Annex Building | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 431 4742-01 - Findlay | 502 Main Street | Suite 101 & 102 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 432 4743-01 - Findlay | 1700 Ashwood Drive | Suite 402 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 433 4744-01 - Findlay | 105 Reservoir Road | Suite 8 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 434 4745-01 - Findlay | 1841 Belle Isle Blvd | Suite 8 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 435 4746-01 - Findlay | 6808 S. Memorial Dr. | Suite 710 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 436 4747-01 - Findlay | 1600 North 129th Street | Suite 110 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 437 4748-01 - Findlay | 2207 NW Cache Rd | | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 438 4749-01 - Findlay | 2646 Hwy 80A | | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 439 4750-01 - Findlay | 700 N. E. Main Street | Suite 360 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 440 4751-01 - Findlay | 1600 Valley River Drive | Building A, Suite 220 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 441 4752-01 - Findlay | 333 High Street NE, Ste. 102 | | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 442 4753-01 - Findlay | 4248 SW Main Ave., Ste. 110 | | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 443 4754-01 - Findlay | 1600 Duffin Walkers | Suite 106 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 444 4755-01 - Findlay | 4650 NE Building Ct | Suite 203 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 445 4756-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 446 4757-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 447 4758-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 448 4759-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 449 4760-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 450 4761-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 451 4762-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 452 4763-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 453 4764-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 454 4765-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 455 4766-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 456 4767-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 457 4768-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 458 4769-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 459 4770-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 460 4771-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |
| 461 4772-01 - Findlay | 16280 SW Greenburg Rd | Ste. 100 | Findlay | OH | 44840 | Bank To Health Charitable Center |

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US LEASED LOCATIONS

| A | B | C | D | E | F | G |
|----|--------------------------------|---------------------------------|-------------------|----|------------|--|
| 1 | 500 Granite Run Drive | Suite 100 | Lancaster | PA | 17601 | Granite Properties |
| 2 | 2668 Kingson Road | Suite 1708 | York | PA | 17402-3780 | IM Executive Center, LP |
| 3 | 748 East Main Street | Suite A | New Holland | PA | 17357 | Vention Martin Associates |
| 4 | 800 Office Center Drive | Suite 103 | Fort Washington | PA | 19034 | G & T VI 601 Office Center FE LLC |
| 5 | 1191 Schaeffer Street | Suite 1 | Haverer | PA | 17331-3372 | Gentle's Gent |
| 6 | 200 Wilkes-Barre Twp. Blvd | Wilkes-Barre Plaza 300 | Wilkes-Barre Twp. | PA | 18702 | Brentwoods Operating Partnership, LP |
| 7 | 525 Hancock Drive | Suite 100 | Blue Bell | PA | 19422 | AFJAA 1780 Merlat Street, LLC |
| 8 | 1780 Market Street | Suite 100 | Philadelphia | PA | 19109 | Four Penn Center Owner, LLC |
| 9 | 1600 JFK Blvd. | Suite 505 | Philadelphia | PA | 19103 | Specimen Properties |
| 10 | 100 Jefferson Blvd., Suite 200 | Jefferson Place | Haverick | RI | 02883-3448 | Prognosis II, LLC |
| 11 | 311 York Street NE | Suite 4 | Alton | SC | 29601 | Lantern Call & Associates |
| 12 | 5601 North Kings Highway | Suite 1008 | Myrtle Beach | SC | 29577 | Ribeart Realty Corp |
| 13 | 371 East Main Street | Suite 108 | Rock Hill | SC | 29730 | HAUS Properties, Trak-SC |
| 14 | 290 Beatty Hill Road | Suite 101 | Columbia | SC | 29210 | DRV Village Medical Management, LLC |
| 15 | 1765 Village Park Drive | Suite 101 | Orangeburg | SC | 29115-2401 | Michael K. Desmet |
| 16 | 33-41, Main Street | Unit #202 | Greenville | SC | 29618 | Homeplace Suites, LLC |
| 17 | 3622 W. Montague Ave. | Suite 100 | Greenville | SC | 29615 | Lopez Capital, LLC |
| 18 | 530 Howell Road | Suite 100 | Florence | SC | 29508 | Prime Wood Village, Inc. |
| 19 | 448 Second Loop Road | Suite 3 | Stout Falls | SD | 57105-1463 | Arco Inc. |
| 20 | 5107 West 114 Street | Suite 107 | Rapid City | SD | 57702 | Century Business Plaza, LLC |
| 21 | 1281 Omaha Street | Suite 302 | Sioux Falls | SD | 57109 | Maple Street Properties |
| 22 | 179 Hancock Street | Suite 502 | Sioux Falls | SD | 57109 | Maple Street Properties |
| 23 | 8078 Shallowford Road | Shallowford Commons, Building D | Chickadee | TN | 37424-1811 | RAM Properties Inc. |
| 24 | 10307 Kingston Pike | Suite 100 | Knoxville | TN | 37923 | JLC Properties |
| 25 | 104 N. High Street | Suite 112 | Memphis | TN | 37614-4661 | Edward H. Moody, Jr. & Jenny N. Moody |
| 26 | 1789 Paragon | Suite 107 | Memphis | TN | 38132 | Nonconform Holdings, LLC |
| 27 | 295 New Britain Road | Suite 208 & 107 | Memphis | TN | 38117 | MOHARD Columbia Crossing LLC |
| 28 | 404 BNA Drive | Suite 109 | Memphis | TN | 37217-2617 | J. Bryan Enoch, Trustee for the Benefit of Highwoods/TN Holdings, LP |
| 29 | 780 256 Henry Blvd | Suite 1-109 | Memphis | TN | 37087 | Gateway Southeast Properties Inc. |
| 30 | 368 Stagnie Road | Suite 1-109 | Memphis | TN | 37671 | The Colton's Partnership |
| 31 | 788 Nissan Boulevard | Suite 109 | Memphis | TN | 37187 | Merck Luffman |
| 32 | 848 Walcott Blvd | Suite A & B | Memphis | TN | 37128 | Business Developments, LP |
| 33 | 180 W. Springbrook Drive | Suite 8 | Memphis | TN | 37040 | John Hickey |
| 34 | 110 South Elk Street | Suite 102 | Memphis | TN | 38104 | Ann Kalygona |
| 35 | 1981 Vento Drive | Suite A-1 | Memphis | TN | 38108 | Inland Northwest Management Corp |
| 36 | 8187 Murfreesboro Road | Suite 120 | Memphis | TN | 37134 | Mojoer Limited Partnership 1 |
| 37 | 4000 Centerville Parkway | Suite 170 | Memphis | TN | 38118 | City of Fayetteville |
| 38 | 408 East Broad Street | Suite 200 | Memphis | TN | 38108 | DRA CRT Germantown Center, LP |
| 39 | 7301 North State Highway 161 | Suite 102 | Memphis | TN | 37106 | Randy Park |
| 40 | 4403 Spring Cypress | Suite 200 | Memphis | TN | 38135 | 891 Plaza, LP |
| 41 | 680 S. Tyler | Suite 102 | Memphis | TN | 37508 | C. David Robles |
| 42 | 780 Highlander | Suite 250 | Memphis | TN | 37615 | Annullo Commercial Group, LP |
| 43 | 14165 Dallas Parkway | Suite 166 | Memphis | TN | 37624 | 760 Highlander Partners, LP |
| 44 | 481 E. Corporate Dr., Ste. 102 | Suite 102 | Memphis | TN | 37657 | Gaudin Centers, LP |
| 45 | 7224 North Meigs Street | Suite 102 | Memphis | TN | 37612 | GL Corporate Parks |
| 46 | | | Memphis | TN | | Wheeler Family Limited Partner |

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US LEASED LOCATIONS

| A | B | C | D | E | F | G |
|-------------------------------------|--------------------------------------|--------------------|---------------|-------|------------|---|
| Property (Owner) | Address | Address | City | State | Zip | Landlord |
| 508 8714-01 - KER | 186 East South Street, Office #221 | | Austin | TX | 78701 | HO Global Properties, Inc. |
| 509 8712-01 - Tavel | 181 Sage Street | Suite A & B | Tornal | TX | 76160 | Crown & Massey, LLC |
| 510 8712-03 - Fort Worth (North) | 4800 Mercantile Plaza | Suite 225 | Fort Worth | TX | 76137 | Mercantile Partners, L.P. |
| 511 8722-01 - Fort Worth (Rising) | 6000 Western Place | Suite 115 | Fort Worth | TX | 76107 4854 | North Western Place I & II, LLC |
| 512 8724-02 - Houston (West) | 11797 Katy Freeway | Suite 240 | Houston | TX | 77079 | Equuswest II, LLC |
| 513 8725-01 - Houston (Downtown) | 919 Midway (also 919 Trade Street) | Suite 1020 | Houston | TX | 77002 | Transwestern 819 Midway, LLC |
| 514 8728-02 - Beaumont | 4114 Bowlin Road | Suite 105 | Beaumont | TX | 77708 | Beaumont Beaumont Center, LLC |
| 515 8727-02 - Southeast | 12727 Fairbairn Dr. | Suite 290 | Houston | TX | 77054 | Whitestone REIT |
| 516 8728-02 - South TX - KER | 3300 Wilcrest | Suite 110 | Houston | TX | 77042 | Houston Texas Westchase III Properties LP |
| 517 8729-03 - Lubbock | 4801 60th Street | Suite 100 | Lubbock | TX | 79424 | Pratt Road |
| 518 8729-02 - Central TX - KER | 11849 Jollyville Rd. | Suite 300-9 | Austin | TX | 78788 | HT-Tech Capital, Ltd. |
| 519 8731-01 - Midland | 9 Oeste Drive | Suite 1200 | Midland | TX | 79704 6509 | Clydesdale Buildings, L.P. |
| 520 8732-01 - Odessa | 4800 East 42nd Street | Suite 205 | Odessa | TX | 79700 | Southern Bank |
| 521 8741-01 - McGraw-Hill | 214 S. Main St. | Suite 101-E | Dumasville | TX | 75118 | Tommy J. Vinn & Chira Vinn |
| 522 8735-04 - North TX KER | 2360 SW Grangerway Parkway | Suite 120 | Grangerway | TX | 79631 | Dennis & Gayle Peterson |
| 523 8739-09 - San Antonio | 19101 Research Place | Suite 150 | San Antonio | TX | 78218 | SAOP Union Square, LP |
| 524 8740-05 - Houston (North) | 9431 Friedricksburg | Suite 100 | San Antonio | TX | 78228 | W&L, Ltd. E2/J Management (L.L.C. H3 Properties |
| 525 8741-01 - USAM, San Antonio | 400 N. San Houston Parkway East | Suite 305 | Houston | TX | 77060 | Parway Properties, LP |
| 526 8744-01 - Houston (Galleria) | 2000 Balford Drive | Suite 101 | Houston | TX | 77057 | Colanni Financial, Inc. |
| 527 8745-02 - San Antonio | 5134 Executive Dr., Ste. 6-1 | Suite 200 | San Antonio | TX | 78204 | Lacy & Co. Realty |
| 528 8747-02 - Lina, McJannet | 501 The Way | Suite 200 | Lake Jackson | TX | 77566 | Compass Bank |
| 529 8749-01 - Waco | 1100 Wooded Acres | Suite 105 | Waco | TX | 76710 | One Wooded Acres Plaza, LLC |
| 530 8749-02 - Fort Hood | 3411 Medical Loop | Suite 105 | Temple | TX | 76702 | Goodway Partners, LTD |
| 531 8750-02 - Abilene | 4600 Bullock Gap Road | Suite 3700 | Abilene | TX | 79604 | 4400 Plaza |
| 532 8755-03 - El Paso | 1928 George Dieter, Ste. E-3 | Suite 100 | El Paso | TX | 79906 | A.D.D. Holdings LP |
| 533 8759-04 - Austin North | 1208 Spicewood Springs Rd., Ste. 338 | Suite 1000 | Austin | TX | 78744 | COF, LP |
| 534 8761-04 - Austin (South) | 1701 Division Blvd. | Suite 1000 | Austin | TX | 78744 | OTR, An Ohio General Partnership |
| 535 8762-03 - Greenville | 2716 (The Old Road), Ste. F | Suite 100 | Greenville | TX | 75402 | HAYCO Realty, Ltd. |
| 536 8763-01 - Round Rock | 2711 LaPradera Blvd., Ste. 130 | Suite 100 | Round Rock | TX | 78681 | LF Vintage Plaza Shopping Center, LP |
| 537 8770-01 - Coppes Creek | 5656 North Spokes #220 | Sun Plaza Building | Coppes Creek | TX | 78611 | Sun Real Estate Investments, LLC |
| 538 8772-02 - Sherman | One Grand Avenue, 1800 Teague Drive | Suite 100 | Sherman | TX | 75080 2640 | Big Blue Sky 4, LLC |
| 539 8774-01 - Mesquite | 18001 LBJ Freeway | Suite 148 | Mesquite | TX | 75159 5622 | International Town East Tower LP |
| 540 8778-02 - Plano | 4182 W. Spring Creek Pkwy | Suite 100 | Plano | TX | 76024 | Spring Creek Commons, LMF |
| 541 8778-02 - Tulle Creek | 2801 Oak Lawn | Suite 228 | Dallas | TX | 75219 | Gooding Holdings & Ltd. |
| 542 8780-01 - Jackson | 611 Adams Street | Suite 258 | McJannet | TX | 75604 3032 | McJannet Properties, LLC |
| 543 8783-02 - Bryan/College Station | 2608 E. 29th Street, Ste. 109 | Suite B | Bryan | TX | 77802 3814 | KFF Properties |
| 544 8783-04 - Longview | 2318 Junction Rd. | Suite B | Longview | TX | 75603 | A.W. Murray |
| 545 8786-02 - Tyler | 1528 East Southeast Loop 323 | Suite 108 | Tyler | TX | 75701 4314 | Meyers Investments, LLC |
| 546 8786-01 - Wichita Falls | 4245 Kemp | Suite 614 | Wichita Falls | TX | 75309 2822 | Lowest Southwest Building |
| 547 8791-09 - Houston KLR | 1221 McKinney | Suite 4160 | Houston | TX | 77010 | Crescent HC Investors, LP |
| 548 8909-01 - Texas Central | 40 K.E. Loop 410 | Suite 315 | San Antonio | TX | 78210 | Texas Name Limited |
| 549 8921-01 - Laredo | 709 E. Canton Road | Suite 104 | Laredo | TX | 78041 | Juan Ancheta, Jr. |
| 550 8923-02 - Houston KGR | 7600 West Thelwell | Suite 902 | Houston | TX | 77040 | GFS Mortgages LP |
| 551 8923-01 - Nacogdoches | 4112 North Street | Suite B | Nacogdoches | TX | 75661 | E B O Investments |
| 552 8922-01 - Dallas North KTR | 4900 Legacy Dr., Ste. 390 | Suite B | Plano | TX | 75024 | RMC Legacy LP, RMC Legacy Investors |
| 553 8933-01 - Baylor Medical Center | One Medical Center | Suite 230 | Dallas | TX | 75246 | Meredith Medical, L.P. |

US LEASED LOCATIONS

| A | B | C | D | E | F | G |
|-----------------------|----------------------------------|-----------------------------|------------------|-------|------------|---|
| Lease # (or other ID) | Address | Address | City | State | Zip | Leasing |
| 524003-01 | 1121 SW Military Dr. | Scale 106 | San Antonio | TX | 78214 | Billy H. Major |
| 524003-02 | 1201 N. Avenue H | Scale 227 | Freeport | TX | 77541-8967 | Plain-Chem Services, Inc. |
| 524010-02 | 181 East 1600 South | Scale 149 & 170 | Alamy | UT | 84107 | Independence Square Office Building, Salt Lake City, LP |
| 524011-04 | 2878 S Decker Drive | Shs 170 | West Valley City | UT | 84118 | Capitolite Third LC |
| 524013-05 | 164 West 1330 North | Window Park Shopping Center | Provo | UT | 84604 | Wine Republic Third |
| 524014-02 | 1800 North 200 East | Shs. E | Logan | UT | 84321 | Logan Pointe Commercial, LLC |
| 524016-01 | 8213 E. State St. | Shs. B | Hurray | UT | 84107 | The Pointe @ 83rd, LLC |
| 524018-03 | 120 East 700 South | Shs. 200 | Cedarfield | UT | 84018 | SPHS LLC |
| 524022-01 | 4872 South 1600 West (also 4874) | Scale 204 | St. George | UT | 84087 | East Sky Development |
| 524023-03 | 558 East Riverside Drive | Scale 120 | St. George | UT | 84790 | Ho Plaza, LLC |
| 524025-02 | 86 East 900 South | Scale 3 | Salt Lake City | UT | 84111-2201 | Western Plaza Holdings, LLC |
| 524031-01 | One Twin Oaks Terrace | Scale 3 | Burlington | VT | 05403 7186 | One Twin Oaks Associates |
| 524032-02 | 338 River Street | RR2, Box 2002 | Montpelier | VT | 05602 8410 | Madone Properties, Inc. |
| 524033-03 | 271 North Main Street | Unit F, 206 | Rutland | VT | 05701 | LTP Inc. |
| 524033-02 | 114 TradeWind Drive | Scale 200 | Lynchburg | VA | 24068 | New Dyes Corporation |
| 524034-01 | 28 & 30 Vienna Lane | Scale 102 | Winchester | VA | 22601 | Borke Realty Inc. |
| 524034-04 | 815 Derricks Avenue | Scale 124-D | Norfolk | VA | 23513 | Swafford Point Investments, Inc. |
| 524035-01 | 707 Collins Street | Unit 120 | Newport News | VA | 23086-4237 | E & J Partners, LLC |
| 524035-02 | 1401 Car Road | Scale 100 | Stafford | VA | 22434 | Whiters Properties, Inc. |
| 524035-03 | 6201 Ardenham Parkway | Scale 110 | Stafford | VA | 22434 | Highwoods Realty LP |
| 524035-04 | 4366 Starkey Road | Scale 8 | Richmond | VA | 23228 | Southgate Associates, LLC |
| 524036-01 | 1969 Lee Highway | Scale L-1 | Roanoke | VA | 24091 | Thompson Square Roseola Partnership |
| 524036-02 | 1800 Reed Plaza | Scale 207 | Charlottesville | VA | 22904 | Realms Life Insurance Company |
| 524036-03 | 1961 Edwin Byrd Ave. | Unit G | Harrisonburg | VA | 22801 | J&JAN LP |
| 524036-04 | 2101 Executive Drive | Scale 5C | Harrisonburg | VA | 22801 | James R. Wilson & Patricia S. Wilson |
| 524036-05 | 2047 Timberlake Road | Scale A | Hempden | VA | 23044 | CSG Executive Drive, LLC |
| 524036-06 | 135 E. Market Street | Scale 102 | Lynchburg | VA | 24002 | Owens Associates |
| 524036-07 | 1600 Dominion Road | Scale 150 | Hamden | VA | 24112-3710 | Lodman Insurance Agency |
| 524036-08 | 601 Union St. | Scale 201 | Roanoke | VA | 24070 | Capital Property Holdings, LP |
| 524036-09 | 2702 North 42nd Street | Scale 210 | Roanoke | VA | 24070 | Reg L, LLC |
| 524036-10 | 2616 72nd Ave. South | Scale 129 | Roanoke | VA | 24070 | Union Square, LLC |
| 524036-11 | 261 West North River Drive | Scale 210 | Roanoke | VA | 24070 | Tucson Mall Plaza Building, LLC |
| 524036-12 | 3200 SE 164th Ave., Ste. 214 | Scale 210 | Roanoke | VA | 24070 | W2008 CPT Realty, LLC |
| 524036-13 | 16329 SE 10th Place | Scale 340 | Roanoke | VA | 24070 | WMC Building |
| 524036-14 | 111 Market Street NE | Scale 291 | Roanoke | VA | 24070 | Davis Family, LLC |
| 524036-15 | 728 14th Street SW | Scale 201 | Roanoke | VA | 24070 | Eastgate Office Park Property, LLC |
| 524036-16 | 140 Glazy Road | Scale 201 | Roanoke | VA | 24070 | Market Centre LLC |
| 524036-17 | 8111 Grandridge Blvd. | Scale 201 | Roanoke | VA | 24070 | WCM 133-302 LLC |
| 524036-18 | 2111 Rimland Drive | Scale 208 | Roanoke | VA | 24070 | International Dental Systems |
| 524036-19 | 611 Virginia Street E. | Scale 12 | Roanoke | VA | 24070 | PM2 |
| 524036-20 | 155 George Street | Scale 12 | Roanoke | VA | 24070 | Hogpen Labor Co. LP |
| 524036-21 | 2106 Lumber Avenue | Scale 6 | Roanoke | VA | 24070 | CB Hotels LP |
| 524036-22 | 520 Grand Central | Scale 202 | Roanoke | VA | 24070 | Three W Corp. |
| 524036-23 | | | Roanoke | VA | 24070 | Capital Gateway, LP |
| 524036-24 | | | Roanoke | VA | 24070 | Bruck G. Blank |
| 524036-25 | | | Roanoke | VA | 24070 | The PM Company |

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US LEASED LOCATIONS

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|---------------------------------|---------------------------------|-----------------------|---------------|-------|------------|--|
| Parcel ID (Legal Description) | Address | Address | City | State | Zip | Landlord |
| 0003552-01 - Farmort | 7608 Mountain Park Driv, Ste. A | | Farmort | WY | 26554 | Mountain Gate Corporation |
| 6011402-02 - FARM-NOVA 2 | 18490 Hwy. 15, Ste. 2 | | Greenfield | WI | 54942 | Bryan Enterprises, LLC |
| 6021411-02 - Mayfield | 3333 N. Mayfield Road | Suite 207 | Wausau | WI | 53722 | Leanne Investments LLC |
| 6031430-01 - Green Bay | 1651 Park Place | Suite 200 | Green Bay | WI | 54304 1849 | LIT Properties, LLC |
| 6041433-01 - Sheboygan | 603 South Eighth Street | 869, C | Sheboygan | WI | 53081 4851 | Northway Capital Corp. |
| 6051436-03 - La Crosse | 40 Copeland Ave. | Ste. 108A | La Crosse | WI | 54603 | Northway Development of La Crosse, LLC |
| 6061440-03 - Stevens Point | 1101 Belmont Road | Suite B | Stevens Point | WI | 54481 | LIT Investments, LLC |
| 6071441-02 - Marshfield | 101 West 26th Street | Suite 102, Park Plaza | Marshfield | WI | 54489-4219 | Park Plaza of Marshfield, LLC |
| 6081448-03 - Madison | 4303 E. Towne Way | Suite 4335 | Madison | WI | 53704 | Big Banana Holding Company, LLC |
| 6091450-02 - Eau Claire | 2004 Highland Avenue | | Eau Claire | WI | 54101 4348 | Terry J. Strout |
| 6101470-04 - Appleton | 4731 Madison Drive | Suite D | Appleton | WI | 54913 | AME Real Real Estate Co |
| 6111472-03 - Fond Du Lac | 87 S. Pioneer Road | Suite 200 | Fond Du Lac | WI | 54436 | Friend Hancock Trust |
| 6121468-02 - Janesville | 161 E. Milwaukee Street | Suite 618 | Janesville | WI | 53546 3097 | 101 Milwaukee Street |
| 6131463-02 - Neane | 7116 Duane Ave. | Ste. E | Neane | WI | 53177 | ML Pleased Commerce Center, LLC |
| 6141463-01 - Madison | 601 N. Whitney Way | Unit D | Madison | WI | 53705 2738 | University Place Associates, LLC |
| 6151490-02 - Wausau | 205 South 24th Avenue | Suite 36 | Wausau | WI | 54401 | The Great Shopper |
| 6161472-04 - Milwaukee | 11423 West Lake Park Dr. | | Milwaukee | WI | 53224 | Liberty Property Trust |
| 6171477-02 - Milwaukee Downtown | 400 E. Wisconsin Ave., | Ste. 100 | Milwaukee | WI | 53202 | Cary Plaza, LP |
| 6181461-03 - Cheyenne | 2220 Dell Range Road | Suite 100 | Cheyenne | WY | 82009 | Lingheim, LLC |
| 6191463-02 - Casper | 2619 E. 2nd Street | | Casper | WY | 82408 | Rebold N, LLC |

October 2009

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Prepared by Field Facilities

EXHIBIT B

(See Sections 3.5 and 3.6 of Security Agreement)

DEPOSIT ACCOUNTS

| <u>Name of Grantor</u> | <u>Name of Institution</u> | <u>Account Number</u> | <u>Description of Deposit Account</u> |
|---|----------------------------|-----------------------|---------------------------------------|
| Kelly Properties, Inc. | JPMorgan Chase Bank | 1054733 | KPI Tax Account |
| Kelly Properties, Inc. | JPMorgan Chase Bank | 152263 | KPI Main Account |
| Kelly Properties, Inc. | JPMorgan Chase Bank | 727096 | KPI Permanent Payroll |
| Kelly Properties, Inc. Petty Cash | JPMorgan Chase Bank | 157053 | KPI Accounts Payable |
| Kelly Receivables Services | PNC Bank | 1011565263 | Lockbox Account |
| Kelly Receivables Services | JPMorgan Chase Bank | 727176 | Refunds |
| Kelly Receivables Services LLC | JPMorgan Chase Bank | 1277733 | Electronic Receipt Account |
| Kelly Services -Virginia Payroll | Bank of America | 0101198126 | Northern Region Payroll |
| Kelly Services, Compcard Treasury | Comerica Bank | 1851623783 | Emergency Payroll |
| Kelly Services, Inc. | Bank of America | 3750677492 | Master Funding Account |
| Kelly Services, Inc. | Citibank | 0300448011 | Puerto Rico Master Funding Account |
| Kelly Services, Inc. | Citibank | 0300448038 | Puerto Rico Payroll Account |
| Kelly Services, Inc. | JPMorgan Chase Bank | 14870 | Main Concentration |
| Kelly Services, Inc. | JPMorgan Chase Bank | 1083693 | Temp Payroll Direct Deposit |
| Kelly Services, Inc. | JPMorgan Chase Bank | 60126 | Accounts Payable |
| Kelly Services, Inc. | JPMorgan Chase Bank | 677096 | Garnishments |
| Kelly Services, Inc. CGR/Seven LLC | Bank of America | 009420441604 | Petty Cash |
| Kelly Services, Inc CGR/Seven LLC | Bank of America | 009504802569 | Operating Account |
| Kelly Services, Inc. CRR/Seven | Bank of America | 009418965767 | Payroll Account |
| Kelly Services, Inc. Detroit Payroll Acct | JPMorgan Chase Bank | 644112591 | Detroit Temp Payroll (Checks) |
| Kelly Services, Inc. | Banco Popular | 030477204 | Puerto Rico Master Funding Account |
| Kelly Services, Inc. | Banco Popular | 030476969 | Puerto Rico Payroll |

TRADEMARK

REEL: 004104 FRAME: 0574

| | | | |
|---|----------------------------|---------------------------|---------------------------------------|
| Kelly Services, Inc. | Bank of America | 329971285 | Southern Region Payroll |
| Kelly Services, Inc. | Comerica Bank | 1852400512 | Master Funding Short Term Disability |
| Kelly Services, Inc. | Comerica Bank | 2176958045 | Short Term Disability Checks |
| Kelly Services, Inc. | JPMorgan Chase Bank | 1018456 | Main Tax Account (Federal Tax) |
| Kelly Services, Inc. | JPMorgan Chase Bank | 1054725 | KSI State Tax Account |
| Kelly Staff Leasing, Inc. | JPMorgan Chase Bank | 1089523 | Kelly Staff Leasing Tax Account |
| Kelly Services, Inc. | PNC Bank | 1004693099 | Lockbox Account |
| Kelly Services, Inc. | Wells Fargo Bank | 451-8064357 | Master Funding Account |
| Kelly Services, Inc. | Wells Fargo Bank | 9600091488 | Western Region Payroll |
| Kelly Services, Inc. | Wells Fargo Bank | 451-8064001 | Western Region Payroll Direct Deposit |
| Kelly Services, Inc. national Adm Payroll | Comerica Bank | 2000011557 | Permanent Payroll |
| Kelly Properties, Inc. (MXN) | Bank Mendes Gans | NL22BKMG0261083805 | Cash Pool |
| Kelly Properties, Inc. (USD) | Bank Mendes Gans | NL95BKMG0261041363 | Cash Pool |
| Kelly Services CIS, Inc. | Citibank | 408-078-107-005-008-58052 | Main Operating Account |
| Kelly Services CIS, Inc. | Citibank | 408-078-402-005-008-58001 | Main Operating Account |
| Kelly Services, CIS | The Royal Bank of Scotland | 408-078-103-000-055-40968 | Main Operating Account |
| Kelly Services, CIS | The Royal Bank of Scotland | 408-078-406-000-050-37484 | Disbursement Account |
| Kelly Services, CIS | The Royal Bank of Scotland | 408-079-782-000-050-37484 | Disbursement Account |
| Kelly Services Ireland Ltd | Bank Mendes Gans | NL93BKMG0261046055 | Cash Pool |
| Kelly Services Ireland Ltd | Bank of Ireland | 14584617 | Receivables Account |
| Kelly Services Ireland Ltd | Bank of Ireland | 59413029 | Accounts Payable |
| Kelly Services Ireland Ltd | Bank of Ireland | 75258866 | Main Account |
| Kelly Services Ireland Ltd | Bank of Ireland | 07650153 | Payroll Account |
| Kelly Services Ireland Ltd | Bank of Ireland | 07650070 | Accounts Payable - Checks |
| Kelly Services of Denmark, Inc. | Bank Mendes Gans | NL23BKMG0261073311 | Cash Pool |
| Kelly Services, Denmark, Inc. | Danske Bank | 3627 3627021275 | Payroll Account |
| Kelly Services of Denmark, Inc. | Danske Bank | 3627 3627368550 | Receivables Account |

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| Kelly Services of Denmark, Inc. | Danske Bank | 3627 3627137257 | Short Term Money Market |
| Kelly Services of Denmark, Inc. | Sydbank | 7120 2207560 | Petty Cash |
| Kelly Services, Inc. (Australia) | Bank Mendes Gans | NL94BKMG0261051857 | Cash Pool |
| Kelly Services, Inc. (Australia) | Westpac | 032004-556627 | Accounts Payable |
| Kelly Services, Inc. (Australia) | Westpac | 032004-150942 | Main Trading Account - Receivables |
| Kelly Services, Inc. (Australia) | Westpac | 032004-150942 | Short Term Money Market |
| Kelly Services, Inc. (Australia) | Westpac | 032004-150950 | Temp Staff Payroll |
| Kelly Services, Inc. (EURO) | Bank Mendes Gans | NL49BKMG0261104853 | Cash Pool |
| Kelly Services, Inc. (New Zealand) | Bank Mendes Gans | NL30BKMG0261055143 | Cash Pool |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 000 | Main Checking Account |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 002 | Payroll Check Account |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 011 | Petty Cash |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 012 | Petty Cash |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 013 | Petty Cash |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 014 | Petty Cash |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 015 | Petty Cash |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 019 | Petty Cash |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 022 | Petty Cash |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 024 | Petty Cash |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 028065 0412901 023 | Money Market Account |
| Kelly Services, Inc. (New Zealand) | Bank of New Zealand | 020865 0412901 025 | Bond Account |
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SECURITIES ACCOUNTS

| <u>Name of Grantor</u> | <u>Name of Institution</u> | <u>Account Number</u> | <u>Description of Deposit Account</u> |
|---------------------------------|----------------------------|-----------------------|---------------------------------------|
| Kelly Properties, Inc. | Blackrock | 21339 | Money Market |
| Kelly Properties, Inc. | Citigroup | 383-90034-1-9-829 | Money Market |
| Kelly Properties, Inc. | Comerica Portal | 1080032566 | Money Market |
| Kelly Properties, Inc. | Dreyfus | 288-0616459459 | Money Market |
| Kelly Properties, inc. | Dreyfus | 099-5100943871 | Money Market |
| Kelly Properties, Inc. | Federated | 4500661 | Money Market |
| Kelly Properties, Inc. | Federated | 4500661 | Money Market |
| Kelly Properties, Inc. | Goldman Sachs | 6914-303002 | Money Market |
| Kelly Properties, Inc. | Phoenix Insight | 39021092 | Money Market |
| Kelly Properties, Inc. | US Bank - Federated | 190009607300 | Money Market |
| Kelly Properties, Inc. | US Bank - Federated | 388000223 | Money Market |
| Kelly Properties, Inc. | Wells Fargo | 2411145182 | Money Market |
| Kelly Properties, Inc. (USD) | Bank Mendes Gans | NL95BKMG0261041363 | Cash Pool |
| Kelly Services, Inc. | Comerica Bank | 0RJ-197700 | Investment Securities Account |
| Kelly Services, Inc. | Federated | 4551113 | Money Market |

EXHIBIT C
(See Section 3.8 of Security Agreement)

LETTER OF CREDIT RIGHTS

NONE

CHATTEL PAPER

NONE

EXHIBIT D
(See Section 3.11 and 3.12 of Security Agreement)

INTELLECTUAL PROPERTY RIGHTS

| Country | Company Name | Address | City | State | Zip | Phone | Fax | Start Date | End Date |
|-----------|---------------------|------------------------|------|-------|---------|-------|---------|-------------|-------------|
| Argentina | KELLY | Kelly Properties, Inc. | | | 2173978 | | | 07-Sep-1998 | 25-Nov-1999 |
| Argentina | KELLY CIENTIFICO | Kelly Properties, Inc. | | | 2336234 | | 1764177 | 26-Apr-2001 | 01-Nov-2002 |
| Australia | AUSTRALIA@WORK | Kelly Properties, Inc. | | | 836431 | | 1893498 | 22-May-2000 | 06-Sep-2001 |
| Australia | CC:MANAGER | Kelly Properties, Inc. | | | 790492 | | 790492 | 07-Apr-1999 | 21-Jan-2002 |
| Australia | ENCORE | Kelly Properties, Inc. | | | 501485 | | 4501485 | 14-Dec-1988 | 14-Dec-1988 |
| Australia | KELLY | Kelly Properties, Inc. | | | 1123314 | | 1123314 | 12-Jul-2006 | 10-Jun-2008 |
| Australia | RESOURCES | Kelly Properties, Inc. | | | 781802 | | 781802 | 23-Dec-1998 | 09-Jul-1999 |
| Australia | RESOURCES | Kelly Properties, Inc. | | | 852786 | | 852786 | 09-Oct-2000 | 03-Aug-2001 |
| Australia | KELLY GIRL | Kelly Properties, Inc. | | | Waiting | | A329802 | 07-Mar-1979 | 07-Mar-1979 |
| Australia | RESOURCES | Kelly Properties, Inc. | | | 852788 | | 852788 | 09-Oct-2000 | 03-Aug-2001 |
| Australia | KELLY IT RESOURCES | Kelly Properties, Inc. | | | 889306 | | 889306 | 13-Sep-2001 | 18-Apr-2002 |
| Australia | KELLY LAW REGISTRY | Kelly Properties, Inc. | | | 852787 | | 852787 | 09-Oct-2000 | 25-Jul-2003 |
| Australia | SERVICES | Kelly Properties, Inc. | | | 719279 | | 719279 | 09-Oct-1996 | 04-Jan-1999 |
| Australia | SERVICES | Kelly Properties, Inc. | | | 566154 | | 8566154 | 30-Oct-1991 | 30-Oct-1991 |
| Australia | CONSULTANTS | Kelly Properties, Inc. | | | 526920 | | B526920 | 11-Jan-1990 | 11-Jan-1987 |
| Australia | LEARNING CENTER | Kelly Properties, Inc. | | | 882353 | | 882353 | 12-Jul-2001 | 22-Sep-2003 |
| Australia | RESOURCES | Kelly Properties, Inc. | | | 719280 | | 719280 | 09-Oct-1996 | 26-Aug-1997 |
| Australia | KELLY SERVICES | Kelly Properties, Inc. | | | 484068 | | 484068 | 24-Mar-1988 | 24-Mar-1988 |
| Australia | SERVICES | Kelly Properties, Inc. | | | 488674 | | B488674 | 09-Jun-1988 | 09-Jun-1988 |
| Australia | KELLYASSESS | Kelly Properties, Inc. | | | 790493 | | 790493 | 07-Apr-1989 | 21-Jan-2000 |
| Australia | KELLYCONNECT | Kelly Properties, Inc. | | | 809238 | | 809238 | 05-Oct-1989 | 03-Mar-2000 |
| Australia | KER | Kelly Properties, Inc. | | | 781804 | | 781804 | 23-Dec-1988 | 04-Jun-1999 |
| Australia | KSR | Kelly Properties, Inc. | | | 730692 | | 730692 | 26-Mar-1997 | 08-Oct-1997 |
| Australia | LABSTAFF | Kelly Properties, Inc. | | | 807653 | | 807653 | 20-Sep-1989 | 13-Jul-2001 |
| Australia | PINPOINT | Kelly Properties, Inc. | | | 650865 | | 650865 | 18-Jan-1985 | 22-Feb-2000 |
| Australia | PINPOINT | Kelly Properties, Inc. | | | 715299 | | 715299 | 15-Aug-1996 | 15-Oct-2001 |
| Australia | INTERIM JOB | Kelly Properties, Inc. | | | 864407 | | 681732 | 11-May-2000 | 11-May-2000 |
| Australia | KELLY FREELANCE | Kelly Properties, Inc. | | | 0980054 | | 0695612 | 18-Dec-2000 | 02-Jan-2002 |
| Australia | KELLY GIRL | Kelly Properties, Inc. | | | 529083 | | 0150432 | 03-Jun-1971 | 05-Jan-1987 |
| Australia | SERVICES | Kelly Properties, Inc. | | | 880082 | | 0815461 | 09-Oct-1986 | 01-Apr-1998 |
| Australia | KELLY SCIENTIFIQUE | Kelly Properties, Inc. | | | 0920364 | | 0643799 | 28-Jul-1998 | 28-Jul-1998 |
| Australia | Design | Kelly Properties, Inc. | | | 0071674 | | 0495654 | 15-Mar-1991 | 15-Mar-1991 |
| Australia | SERVICES | Kelly Properties, Inc. | | | 69098 | | 469930 | 10-Jan-1990 | 02-Jul-1990 |
| Australia | KELLY UTTZENDBUREAU | Kelly Properties, Inc. | | | 71171 | | 488273 | 21-Dec-1990 | 21-Dec-1990 |

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|---------|---------------------|------------------------|--------------|-------------|-----------|-------------|
| Benelux | KSR | Kelly Properties, Inc. | 0890016 | 18-Mar-1997 | 0615364 | 01-Apr-1998 |
| Benelux | OK PERSONNEL | Kelly Properties, Inc. | 875047 | 15-Jul-1996 | | |
| Benelux | PINPOINT | Kelly Properties, Inc. | 078693 | 18-Jan-1995 | 0669337 | 01-Feb-1996 |
| Brazil | KELLY | Kelly Properties, Inc. | 040861 | 10-Mar-1978 | 006251552 | 10-Mar-1976 |
| Brazil | KELLY CIENTIFICO | Kelly Properties, Inc. | 828117082 | 27-Nov-2003 | 826117082 | 24-Jul-2007 |
| Brazil | KELLY GIRL | Kelly Properties, Inc. | 230505296312 | 10-Mar-1976 | 006251560 | 10-Mar-1976 |
| Canada | HR FIRST | Kelly Properties, Inc. | 1317595 | 22-Sep-2006 | TMA703811 | 21-Dec-2007 |
| Canada | KCN | Kelly Properties, Inc. | 1153900 | 28-Sep-2002 | TMA598882 | 09-Dec-2003 |
| Canada | KELLY | Kelly Properties, Inc. | 820678 | 07-Dec-1988 | TMA368562 | 11-May-1990 |
| Canada | SERVICES GROUP | Kelly Properties, Inc. | 1207240 | 23-Feb-2004 | TMA651271 | 24-Oct-2005 |
| Canada | NETWORK | Kelly Properties, Inc. | 1153898 | 26-Sep-2002 | TMA596790 | 08-Dec-2003 |
| Canada | ASSIGNMENTS | Kelly Properties, Inc. | 862198 | 21-Nov-1997 | TMA535765 | 25-Oct-2000 |
| Canada | STAFFING | Kelly Properties, Inc. | 1148884 | 06-Aug-2002 | TMA447390 | 07-Sep-2005 |
| Canada | RESOURCES | Kelly Properties, Inc. | 1220370 | 15-Jun-2004 | | |
| Canada | RESOURCES | Kelly Properties, Inc. | 1077780 | 06-Oct-2000 | TMA682952 | 03-Jun-2003 |
| Canada | KELLY GIRL | Kelly Properties, Inc. | 279545 | 19-Dec-1963 | 139469 | 12-Mar-1965 |
| Canada | RESOURCES | Kelly Properties, Inc. | 1077782 | 06-Oct-2000 | TMA577814 | 20-Mar-2003 |
| Canada | KELLY IT RESOURCES | Kelly Properties, Inc. | 1114712 | 05-Sep-2001 | TMA691423 | 03-Oct-2003 |
| Canada | KELLY LAW REGISTRY | Kelly Properties, Inc. | 1077781 | 06-Oct-2000 | TMA682824 | 03-Jun-2003 |
| Canada | SERVICES | Kelly Properties, Inc. | 825494 | 09-Oct-1996 | 518970 | 01-Nov-1999 |
| Canada | RESOURCES | Kelly Properties, Inc. | 1164801 | 15-Jan-2003 | TMA666496 | 12-Jan-2006 |
| Canada | CONSULTANTS | Kelly Properties, Inc. | 743503 | 15-Dec-1993 | 443058 | 19-May-1995 |
| Canada | LEARNING CENTER | Kelly Properties, Inc. | 1109647 | 16-Jul-2001 | TMA609946 | 11-May-2004 |
| Canada | RESOURCES | Kelly Properties, Inc. | 825493 | 09-Oct-1996 | 518836 | 28-Oct-1999 |
| Canada | KELLY SCIENTIFIQUE | Kelly Properties, Inc. | 888844 | 07-Aug-1998 | TMA551843 | 03-Oct-2001 |
| Canada | KELLY SERVICES | Kelly Properties, Inc. | 308863 | 31-Oct-1967 | 161156 | 14-Feb-1969 |
| Canada | Design | Kelly Properties, Inc. | 897088 | 19-Nov-1998 | 523141 | 15-Feb-2000 |
| Canada | KELLY STAFF LEASING | Kelly Properties, Inc. | 873339 | 25-Mar-1998 | TMA637301 | 20-Nov-2000 |
| Canada | KELLYASSESS | Kelly Properties, Inc. | 1011869 | 14-Apr-1999 | 555723 | 19-Dec-2001 |
| Canada | KELLYCONNECT | Kelly Properties, Inc. | 1015539 | 14-May-1999 | 562321 | 22-May-2002 |
| Canada | KELLYSELECT | Kelly Properties, Inc. | 743502 | 15-Dec-1993 | 449049 | 20-Oct-1995 |
| Canada | KELTRONICS | Kelly Properties, Inc. | 778290 | 21-Mar-1995 | 471337 | 20-Feb-1997 |
| Canada | KES | Kelly Properties, Inc. | 1148883 | 06-Aug-2002 | TMA688651 | 03-Sep-2003 |
| Canada | KMS | Kelly Properties, Inc. | 841464 | 08-Apr-1997 | 510932 | 15-Apr-1999 |
| Canada | KSR | Kelly Properties, Inc. | 839747 | 19-Mar-1997 | 516678 | 27-Aug-1999 |

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|------------|---------------------|------------------------|-------------|-------------|-------------|-------------|
| Canada | MULTIHIRE | Kelly Properties, Inc. | 1086649 | 07-Dec-2000 | TM/667966 | 24-Sep-2002 |
| Canada | ON DECK | Kelly Properties, Inc. | 1415687 | 24-Oct-2008 | | |
| Canada | PARTNERED STAFFING | Kelly Properties, Inc. | 6996030 | 23-Dec-1991 | TM/4412893 | 28-May-1993 |
| Canada | PINPOINT | Kelly Properties, Inc. | 820023 | 08-Aug-1998 | 487040 | 15-Dec-1997 |
| Chile | KELLY | Kelly Properties, Inc. | 604561 | | 673548 | 21-Jul-1993 |
| Chile | KELLY GIRL | Kelly Services, Inc. | 23066 | 16-Sep-1993 | 684237 | 18-Dec-1993 |
| Chile | KELLY SERVICES | Kelly Properties, Inc. | 23067 | 06-Oct-1983 | 684238 | 14-Nov-1983 |
| Republic | BTI | Kelly Properties, Inc. | 3310562 | 17-Sep-2002 | 3310562 | 21-May-2004 |
| Republic | KELLY | Kelly Properties, Inc. | 8324615 | 21-Jul-1989 | 522222 | 20-Jun-1990 |
| Republic | Characters) | Kelly Services, Inc. | 9003922 | 15-Feb-1990 | 541900 | 30-Jan-1991 |
| Republic | PINPOINT | Kelly Properties, Inc. | 3599398 | 19-Jun-2003 | 3599398 | 28-Feb-2005 |
| Colombia | KELLY GIRL | Kelly Properties, Inc. | 92264260 | 21-Dec-1994 | 127181 | 22-Dec-1989 |
| Colombia | KELLY SERVICES | Kelly Properties, Inc. | 92264261 | 21-Dec-1994 | 127292 | 22-Dec-1989 |
| Costa Rica | KELLY CIENTIFICO | Kelly Properties, Inc. | 20050007437 | 27-Sep-2005 | 169157 | 29-Jun-2007 |
| Denmark | KELLY | Kelly Properties, Inc. | VA199808711 | 14-Dec-1998 | VR199003494 | 08-Jun-1990 |
| Denmark | SERVICES | Kelly Properties, Inc. | VA054751996 | 09-Oct-1998 | VR084661996 | 15-Nov-1996 |
| Denmark | KELLYSELECT | Kelly Properties, Inc. | VA046641997 | 23-Sep-1997 | VR199704890 | 14-Nov-1997 |
| Denmark | KELTRONICS | Kelly Properties, Inc. | VA025301995 | 30-Mar-1995 | VR076821995 | 10-Nov-1995 |
| Denmark | KMS | Kelly Properties, Inc. | VA199701898 | 11-Apr-1997 | VR199802962 | 17-Aug-1998 |
| Denmark | KSR | Kelly Properties, Inc. | VA199701474 | 19-Mar-1997 | VR199701716 | 11-Apr-1997 |
| Ecuador | KELLY | Kelly Properties, Inc. | 20047 | 24-Apr-1990 | 1678 | 20-Dec-1990 |
| Community | HR FIRST | Kelly Properties, Inc. | 004387064 | 13-Apr-2005 | 004387064 | 31-Mar-2006 |
| Community | KCN | Kelly Properties, Inc. | 002671499 | 27-Sep-2002 | 002871499 | 03-May-2004 |
| Community | KELLY | Kelly Properties, Inc. | 000670113 | 02-Jul-1998 | 000870113 | 11-Nov-1999 |
| Community | NETWORK | Kelly Properties, Inc. | 002688024 | 27-Sep-2002 | | |
| Community | RESOURCES | Kelly Properties, Inc. | 005775663 | 12-Mar-2007 | 005775663 | 14-Jan-2008 |
| Community | RESOURCES | Kelly Properties, Inc. | 001892413 | 09-Oct-2000 | 001892413 | 29-Oct-2001 |
| Community | RESOURCES | Kelly Properties, Inc. | 001892470 | 09-Oct-2000 | 001892470 | 09-Oct-2001 |
| Community | KELLY HR CONSULTING | Kelly Properties, Inc. | 005776018 | 12-Mar-2007 | 005776018 | 14-Jan-2008 |
| Community | KELLY IT RESOURCES | Kelly Properties, Inc. | 002367753 | 07-Sep-2001 | 002367753 | 30-Oct-2002 |
| Community | KELLY LAW REGISTRY | Kelly Properties, Inc. | 001892687 | 09-Oct-2000 | 001892587 | 29-Oct-2001 |
| Community | RESOURCES | Kelly Properties, Inc. | 004461703 | 30-May-2005 | 004461703 | 24-Mar-2006 |
| Community | SERVICES | Kelly Properties, Inc. | 005775853 | 12-Mar-2007 | 005775853 | 04-Mar-2008 |
| Community | LEARNING CENTER | Kelly Properties, Inc. | 2316701 | 16-Jul-2001 | 002316701 | 18-Sep-2002 |
| Community | RESOURCES | Kelly Properties, Inc. | 004634796 | 15-Sep-2005 | 004634796 | 01-Aug-2006 |

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|-----------|--------------------|------------------------|---------------|-------------|--------------|-------------|
| Community | KELLY SERVICES | Kelly Properties, Inc. | 000869867 | 02-Jul-1996 | 000869867 | 10-Nov-1999 |
| Community | Design | Kelly Properties, Inc. | 002707180 | 22-May-2002 | 002707180 | 23-Sep-2003 |
| Community | KELLYCONNECT | Kelly Properties, Inc. | 001331347 | 04-Oct-1999 | 001331347 | 11-Oct-2000 |
| Community | KELLYDIRECT | Kelly Properties, Inc. | 002735660 | 14-Jun-2002 | 002735660 | 11-Jul-2003 |
| Community | PINPOINT | Kelly Properties, Inc. | 003663788 | 13-Feb-2004 | 003663788 | 27-Apr-2005 |
| Community | TONER GRAHAM | Kelly Properties, Inc. | 007234131 | 04-Sep-2008 | 007234131 | 29-Apr-2009 |
| Community | TONERGRAHAM | Kelly Properties, Inc. | 007234156 | 04-Sep-2008 | 007234156 | 09-Jun-2009 |
| Finland | KELLY | Kelly Services, Inc. | 565688 | 20-Dec-1988 | 113483 | 05-Sep-1991 |
| France | KELLY (Stylized) | Kelly Services, Inc. | 236742 | 12-Sep-1990 | 1741657 | 12-Sep-1990 |
| France | KELLY GIRL | Kelly Properties, Inc. | 192924 | 02-Aug-1995 | 1319081 | 17-Jun-1975 |
| France | SERVICES | Kelly Properties, Inc. | 96645153 | 09-Oct-1996 | 96645153 | 09-Oct-1996 |
| France | KELLY SCIENTIFIQUE | Kelly Properties, Inc. | 98743868 | 29-Jul-1998 | 98743868 | 29-Jul-1999 |
| France | Design | Kelly Properties, Inc. | 269453 | 22-Feb-1991 | 1646255 | 22-Feb-1991 |
| France | KSR | Kelly Properties, Inc. | 97672885 | 10-Apr-1997 | 97672885 | 19-Sep-1997 |
| France | PINPOINT | Kelly Properties, Inc. | 95554390 | 20-Jan-1995 | 95554390 | 20-Jan-1995 |
| Germany | KELLY | Kelly Properties, Inc. | K5567135WZ | 02-Feb-1990 | 1168494 | 26-Nov-1990 |
| Germany | Design | Kelly Services, Inc. | K5784635WZ | 16-Apr-1991 | 2019592 | 16-Apr-1991 |
| Germany | WORKSHOP | Kelly Properties, Inc. | 30034338135 | 06-May-2000 | 30034335 | 13-Jan-2004 |
| Hong Kong | KELLY | Kelly Properties, Inc. | 814689 | 14-Oct-1989 | 4361991 | 08-Feb-1991 |
| Hong Kong | characters) | Kelly Properties, Inc. | 1486692 | 21-Aug-1992 | 35401994 | 21-Aug-1992 |
| Hong Kong | PINPOINT | Kelly Properties, Inc. | 300036396 | 21-Jun-2003 | 300036396 | 21-Jun-2003 |
| Hungary | KELLY | Kelly Properties, Inc. | 269488 | 20-Dec-1988 | 128144 | 27-Jul-1989 |
| India | BTI | Kelly Properties, Inc. | 1133354 | 13-Sep-2002 | | |
| India | BTI | Kelly Properties, Inc. | 1243592 | 15-Oct-2003 | 1243592 | 13-Feb-2007 |
| India | KELLY | Kelly Properties, Inc. | 1200647 | 22-May-2003 | 499822 | 28-Dec-2005 |
| India | KELLY IT RESOURCES | Kelly Properties, Inc. | 1335679 | 01-Feb-2005 | | |
| India | PINPOINT | Kelly Properties, Inc. | 1197568 | 08-May-2003 | 1197568 | 22-Dec-2005 |
| Indonesia | BTI | Kelly Properties, Inc. | J000217194 | 06-Aug-2002 | 546991 | 27-Aug-2003 |
| Indonesia | (Label) | Kelly Properties, Inc. | 360260 | 26-Sep-1995 | 369260 | 26-Sep-1995 |
| Indonesia | KELLY | Kelly Properties, Inc. | J000220878 | 12-Sep-2002 | 550374 | 16-Oct-2003 |
| Indonesia | KELLY IT RESOURCES | Kelly Properties, Inc. | 4023 | 01-Nov-2001 | 522255 | 11-Nov-2002 |
| Indonesia | KELLYCONNECT | Kelly Properties, Inc. | J002006016000 | 22-May-2006 | IDM000146841 | 07-Nov-2007 |
| Indonesia | PINPOINT | Kelly Properties, Inc. | 5965 | 23-Jun-2003 | IDM00011457 | 20-Jul-2004 |
| Ireland | KSR | Kelly Properties, Inc. | 971044 | 19-Mar-1997 | 204586 | 10-Jun-1999 |
| Israel | KELLY | Kelly Services, Inc. | 71097 | 14-Dec-1988 | 71097 | 14-Dec-1988 |

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| Italy | SERVICES | Kelly Properties, Inc. | MI96C008750 | 09-Oct-1996 | 00784464 | 21-Dec-1998 |
| Italy | Design | Kelly Properties, Inc. | RM91C002575 | 15-Jul-1991 | 984711 | 29-Dec-1993 |
| Japan | BTI | Kelly Properties, Inc. | 200379241 | 11-Aug-2003 | 4787748 | 16-Jul-2004 |
| Japan | KELLY | Kelly Properties, Inc. | 2004507091 | 21-Jun-2004 | 5216235 | 19-Mar-2009 |
| Japan | RESOURCES | Kelly Properties, Inc. | 200691637 | 30-Sep-2005 | 4941943 | 31-Mar-2006 |
| Japan | KELLY SERVICES | Kelly Properties, Inc. | 200457092 | 21-Jun-2004 | 5216236 | 19-Mar-2009 |
| Japan | PINPOINT | Kelly Properties, Inc. | 200350604 | 18-Jun-2003 | 4749805 | 20-Feb-2004 |
| Korea, Republic of | BTI | Kelly Properties, Inc. | 4120020015922 | 06-Aug-2002 | 95628 | 09-Jan-2004 |
| Korea, Republic of | KELLY | Kelly Properties, Inc. | 25231988 | 14-Dec-1988 | 0012445 | 12-Oct-1990 |
| Korea, Republic of | Characters | Kelly Services, Inc. | 7782000 | 09-Mar-1989 | 0012893 | 08-Nov-1990 |
| Korea, Republic of | PINPOINT | Kelly Properties, Inc. | 4120030012866 | 18-Jun-2003 | 103444 | 20-Jul-2004 |
| Kosovo | KELLY | Kelly Properties, Inc. | | | | |
| Malaysia | BTI | Kelly Properties, Inc. | 200210083 | 19-Aug-2002 | | |
| Malaysia | BUSINESS TRENDS | Business Trends | | | | |
| Malaysia | (Label) | (Singapore) Pte Ltd | 9718950 | 01-Dec-1997 | | |
| Malaysia | HR FIRST | Kelly Properties, Inc. | 05005174 | 07-Apr-2005 | | |
| Malaysia | KELLY | Kelly Services, Inc. | 200113445 | 11-Oct-2001 | 01013445 | 04-Aug-2004 |
| Malaysia | KELLY IT RESOURCES | Kelly Properties, Inc. | 200111902 | 08-Sep-2001 | | |
| Malaysia | PINPOINT | Kelly Properties, Inc. | 2003902314 | 28-Feb-2003 | 03002314 | 08-Aug-2006 |
| Malaysia | FACTOR RH | Kelly Properties, Inc. | 905474 | 07-Jan-2008 | 1077940 | 07-Jan-2009 |
| Mexico | KELLY | Kelly Properties, Inc. | 13488 | 25-Aug-1986 | 327411 | 23-Jun-1987 |
| Mexico | KELLY CIENTIFICO | Kelly Properties, Inc. | 482825 | 27-Apr-2001 | 731290 | 30-Jan-2002 |
| Mexico | KELLY DE MEXICO | Kelly Properties, Inc. | 103462 | 19-Dec-1990 | 405308 | 10-Feb-1992 |
| Mexico | KELLY GIRL | Kelly Services, Inc. | 85976 | 08-Sep-1989 | 372412 | 07-Feb-1990 |
| Mexico | KELLY IT RESOURCES | Kelly Properties, Inc. | 508184 | 10-Sep-2001 | 744500 | 30-Apr-2002 |
| Mexico | SERVICES | Kelly Properties, Inc. | 812707 | 13-Oct-2006 | 980941 | 20-Apr-2007 |
| Mexico | (Svlyzed) | Kelly Properties, Inc. | 106367 | 12-Feb-1991 | 429731 | 22-Jan-1993 |
| Mexico | LEARNING CENTER | Kelly Properties, Inc. | 496023 | 13-Jul-2001 | 736187 | 19-Mar-2002 |
| Mexico | RESOURCES | Kelly Properties, Inc. | 276438 | 09-Oct-1996 | 837789 | 20-Jan-2000 |
| Mexico | KELLY SELECT | Kelly Properties, Inc. | 0905472 | 07-Jan-2008 | 1024332 | 19-Feb-2008 |
| Mexico | KELLY SELECTION | Kelly Properties, Inc. | 905444 | 07-Jan-2008 | 1062140 | 22-Feb-2008 |
| Mexico | KELLY SERVICES | Kelly Properties, Inc. | 103453 | 19-Dec-1990 | 403481 | 14-Jan-1992 |
| Mexico | SERVICES | Kelly Properties, Inc. | 103454 | 19-Dec-1990 | 403594 | 15-Jan-1992 |
| Mexico | KELLYCONNECT | Kelly Properties, Inc. | 392312 | 27-Sep-1989 | 669865 | 30-Aug-2000 |
| Mexico | PARTNERED STAFFING | Kelly Properties, Inc. | 131527 | 27-Jan-1992 | 413705 | 18-May-1992 |

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| Montenegro | KELLY | Kelly Properties, Inc. | | | | | | | |
| New Zealand | CC:MANAGER | Kelly Properties, Inc. | 307640 | 08-Apr-1999 | 307640 | | 12-Nov-1999 | | |
| New Zealand | ENCORE | Kelly Properties, Inc. | 189824 | 20-Dec-1988 | 189824 | | 20-Dec-1988 | | |
| New Zealand | RESOURCES | Kelly Properties, Inc. | 303474 | 17-Jul-1998 | 303474 | | 05-Apr-2001 | | |
| New Zealand | RESOURCES | Kelly Properties, Inc. | 624712 | 09-Oct-2000 | 624712 | | 12-Apr-2001 | | |
| New Zealand | KELLY GIRL | Kelly Properties, Inc. | 180216 | 02-May-1988 | 180216 | | 19-Apr-1990 | | |
| New Zealand | KELLY HOSPITALITY | Kelly Properties, Inc. | 189827 | 20-Dec-1988 | B189827 | | 20-Dec-1988 | | |
| New Zealand | KELLY IT RESOURCES | Kelly Properties, Inc. | 645022 | 06-Sep-2001 | 645022 | | 07-Mar-2002 | | |
| New Zealand | KELLY LAW REGISTRY | Kelly Properties, Inc. | 624711 | 09-Oct-2000 | 624711 | | 12-Mar-2002 | | |
| New Zealand | SERVICES | Kelly Properties, Inc. | 268079 | 09-Apr-1996 | 268079 | | 17-Jul-1998 | | |
| New Zealand | SERVICES | Kelly Properties, Inc. | 213610 | 24-Jun-1991 | B213610 | | 20-Aug-1996 | | |
| New Zealand | CONSULTANTS | Kelly Properties, Inc. | 227207 | 27-May-1993 | B227207 | | 27-May-1993 | | |
| New Zealand | RESOURCES | Kelly Properties, Inc. | 268080 | 09-Apr-1996 | B268080 | | 17-Jul-1998 | | |
| New Zealand | KELLY SERVICES | Kelly Properties, Inc. | 180217 | 02-May-1988 | B180217 | | 02-May-1988 | | |
| New Zealand | KELLY STAFF LEASING | Kelly Properties, Inc. | 290237 | 10-Oct-1997 | 290237 | | 17-Sep-1998 | | |
| New Zealand | SERVICES | Kelly Properties, Inc. | 189828 | 20-Dec-1988 | B189828 | | 20-Dec-1988 | | |
| New Zealand | KELLYASSESS | Kelly Properties, Inc. | 307639 | 08-Apr-1999 | 307639 | | 12-Nov-1999 | | |
| New Zealand | KELLYCONNECT | Kelly Properties, Inc. | 600011 | 30-Sep-1999 | 600011 | | 13-Apr-2000 | | |
| New Zealand | KELTRONICS | Kelly Properties, Inc. | 247155 | 28-Oct-1994 | 247155 | | 18-Dec-1996 | | |
| New Zealand | KER | Kelly Properties, Inc. | 303473 | 17-Jul-1998 | 303473 | | 07-Sep-2000 | | |
| New Zealand | KMS | Kelly Properties, Inc. | 275355 | 11-Apr-1997 | 275355 | | 27-Jul-1998 | | |
| New Zealand | KSR | Kelly Properties, Inc. | 274342 | 20-Mar-1997 | 274342 | | 14-Oct-1998 | | |
| New Zealand | PARTNERED STAFFING | Kelly Properties, Inc. | 215482 | 08-Jan-1992 | 215482 | | 22-Jan-1998 | | |
| New Zealand | PC PRO | Kelly Properties, Inc. | 189823 | 20-Dec-1988 | B189823 | | 20-Dec-1988 | | |
| New Zealand | PINPOINT | Kelly Properties, Inc. | 245023 | 25-Jan-1995 | 245023 | | 11-Mar-1997 | | |
| New Zealand | PINPOINT | Kelly Properties, Inc. | 265579 | 09-Aug-1996 | 265579 | | 21-Jun-2001 | | |
| New Zealand | KELLY | Kelly Properties, Inc. | 885656 | 12-Dec-1988 | 145484 | | 13-Jun-1991 | | |
| Norway | RESOURCES | Kelly Properties, Inc. | 200310420 | 07-Nov-2003 | 224232 | | 14-Sep-2004 | | |
| Norway | KELLY IT RESOURCES | Kelly Properties, Inc. | 200111079 | 11-Sep-2001 | 213584 | | 07-Mar-2002 | | |
| Norway | SERVICES | Kelly Properties, Inc. | 19986171 | 09-Oct-1996 | 183835 | | 24-Jul-1997 | | |
| Norway | RESOURCES | Kelly Properties, Inc. | 18986172 | 09-Oct-1996 | 184281 | | 14-Aug-1997 | | |
| Norway | Design | Kelly Properties, Inc. | 911351 | 13-Mar-1991 | 158633 | | 14-Oct-1993 | | |
| Norway | KELLYCONNECT | Kelly Properties, Inc. | 199909873 | 28-Sep-1999 | 203092 | | 31-May-2000 | | |
| Norway | KMS | Kelly Properties, Inc. | 673140 | 18-Apr-1997 | 187616 | | 18-Dec-1997 | | |
| Norway | KSR | Kelly Properties, Inc. | 19972319 | 19-Mar-1997 | 186756 | | 20-Nov-1997 | | |

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| Norway | PINPOINT | Kelly Properties, Inc. | 964839 | 14-Aug-1996 | 182741 | 12-Jun-1997 |
| Oman | BTI | Kelly Properties, Inc. | 39560 | 04-Apr-2006 | | |
| Oman | KELLY | Kelly Properties, Inc. | 39561 | 04-Apr-2006 | | |
| Oman | PINPOINT | Kelly Properties, Inc. | 39562 | 04-Apr-2006 | | |
| Panama | KELLY | Kelly Properties, Inc. | 87238 | 30-Apr-1997 | 87238 | 30-Apr-1997 |
| Panama | KELLY SERVICES | Kelly Properties, Inc. | 87239 | 30-Apr-1997 | 87239 | 30-Apr-1997 |
| Paraguay | KELLY | Kelly Properties, Inc. | 16031 | 25-Feb-1989 | 20195 | 05-Aug-1989 |
| Peru | KELLY | Kelly Properties, Inc. | 243138 | 25-May-1994 | 2634 | 23-Aug-1994 |
| Philippines | BTI | Kelly Properties, Inc. | 420020006824 | 08-Aug-2002 | | |
| Philippines | (Label) | Kelly Properties, Inc. | 4199904882 | 07-Jul-1999 | | |
| Philippines | KELLY | Kelly Properties, Inc. | 42002006722 | 12-Aug-2002 | 42002006722 | 28-Apr-2006 |
| Philippines | KELLY IT RESOURCES | Kelly Properties, Inc. | 42001008176 | 30-Oct-2001 | 42001008176 | 24-Feb-2005 |
| Philippines | PINPOINT | Kelly Properties, Inc. | 42006010444 | 20-Sep-2006 | 42006010444 | 30-Dec-2007 |
| Russian Federation | KELLY | Kelly Properties, Inc. | 96706338 | 21-May-1996 | 165413 | 30-Jun-1998 |
| Russian Federation | RESOURCES | Kelly Properties, Inc. | 2003722011 | 10-Nov-2003 | 277180 | 26-Oct-2004 |
| Russian Federation | KELLY HR FIRST | Kelly Properties, Inc. | 2007716054 | 30-May-2007 | 360574 | 25-Sep-2008 |
| Russian Federation | KELLY IT RESOURCES | Kelly Properties, Inc. | 2001727387 | 07-Sep-2001 | 240229 | 12-Mar-2003 |
| Russian Federation | SERVICES | Kelly Properties, Inc. | 2007707595 | 20-Mar-2007 | 358245 | 25-Aug-2008 |
| Russian Federation | KELLY SERVICES | Kelly Properties, Inc. | 96706336 | 21-May-1996 | 165412 | 30-Jun-1998 |
| Russian Federation | KELLY STAFF LEASING | Kelly Properties, Inc. | 98706084 | 26-Mar-1998 | 183843 | 24-Jan-2000 |
| Russian Federation | KELLYCONNECT | Kelly Properties, Inc. | 99716001 | 05-Oct-1999 | 201983 | 11-May-2001 |
| Serbia | KELLY | Kelly Services, Inc. | Z116088 | 14-Dec-1988 | 33853 | 28-Dec-1989 |
| Singapore | BTI | Kelly Properties, Inc. | T0211986G | 06-Aug-2002 | T0211986G | 06-Aug-2002 |
| Singapore | BUSINESS TRENDS | Business Trends (Singapore) Pte Ltd | B840495 | 01-Sep-1995 | T9508404Z | 01-Sep-1995 |
| Singapore | HR FIRST | Kelly Properties, Inc. | T0506900H | 12-Apr-2005 | T0506900H | 12-Apr-2005 |
| Singapore | KELLY | Kelly Services, Inc. | 747188 | 30-Dec-1988 | | |
| Singapore | KELLY | Kelly Services, Inc. | 814691 | 30-Aug-1991 | T9108146A | 30-Aug-1991 |
| Singapore | KELLY IT RESOURCES | Kelly Properties, Inc. | T0114138I | 07-Sep-2001 | T0114138I | 07-Sep-2001 |
| Singapore | RESOURCES | Kelly Properties, Inc. | T0517075H | 13-Sep-2005 | T0517075H | 21-Feb-2006 |
| Singapore | PINPOINT | Kelly Properties, Inc. | T9608488D | 09-Apr-1996 | T9608488D | 09-Apr-1996 |
| Spain | KELLY CIENTIFICO | Kelly Properties, Inc. | 2396782 | 26-Apr-2001 | 2396782 | 05-Nov-2001 |
| Spain | SERVICES | Kelly Properties, Inc. | 2051396 | 09-Oct-1996 | 2051396 | 06-Oct-1997 |
| Spain | Design | Kelly Properties, Inc. | 1629204 | 12-Apr-1991 | M1629204 | 18-Jul-1994 |
| Spain | KSR | Kelly Properties, Inc. | 2083001 | 26-Mar-1997 | 2083001 | 15-Sep-1997 |

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|-------------|--------------------|------------------------|------------|-------------|----------|-------------|
| Switzerland | KELLY | Kelly Properties, Inc. | 141919957 | 20-Feb-1995 | P425493 | 15-May-1996 |
| Switzerland | KELLY GIRL | Kelly Properties, Inc. | 142019953 | 20-Feb-1995 | P425494 | 15-May-1996 |
| Switzerland | KELLY HR FIRST | Kelly Properties, Inc. | 008032006 | 25-May-2007 | 575667 | 22-Aug-2008 |
| Switzerland | KELLY INTERIM | Kelly Properties, Inc. | 635719947 | 20-Sep-1994 | P423298 | 20-Sep-1994 |
| Switzerland | KELLY IT RESOURCES | Kelly Properties, Inc. | 068102001 | 06-Sep-2001 | 494489 | 27-Feb-2002 |
| Switzerland | SERVICES | Kelly Properties, Inc. | 073341996 | 09-Oct-1996 | 443890 | 09-Oct-1996 |
| Switzerland | SERVICES | Kelly Properties, Inc. | 635619945 | 20-Sep-1994 | 423297 | 20-Sep-1994 |
| Switzerland | RESOURCES | Kelly Properties, Inc. | 073971996 | 10-Oct-1996 | 443304 | 10-Oct-1996 |
| Switzerland | KELLY SCIENTIFIQUE | Kelly Properties, Inc. | 061601998 | 28-Jul-1998 | 456431 | 23-Nov-1998 |
| Switzerland | KELLY SERVICES | Kelly Properties, Inc. | 142119955 | 20-Feb-1995 | 425495 | 23-Jul-1996 |
| Switzerland | Design | Kelly Properties, Inc. | 23821991 | 11-Apr-1991 | 389162 | 15-Apr-1992 |
| Switzerland | Design | Kelly Properties, Inc. | 142219957 | 20-Feb-1995 | 425894 | 02-Aug-1996 |
| Switzerland | KELLYCONNECT | Kelly Properties, Inc. | 087621999 | 29-Sep-1999 | 470941 | 26-Apr-2000 |
| Switzerland | KEL TRONICS | Kelly Properties, Inc. | 505319950 | 29-Mar-1995 | 431887 | 02-Dec-1996 |
| Switzerland | KMS | Kelly Properties, Inc. | 028001997 | 09-Apr-1997 | 445437 | 09-Apr-1997 |
| Switzerland | KSR | Kelly Properties, Inc. | 021491997 | 19-Mar-1997 | P444733 | 22-Aug-1997 |
| Switzerland | OK PERSONNEL | Kelly Properties, Inc. | 009831996 | 13-Feb-1996 | P435660 | 24-Feb-1997 |
| Switzerland | PINPOINT | Kelly Properties, Inc. | 22619962 | 13-Jan-1995 | 427754 | 16-Sep-1996 |
| Switzerland | PINPOINT | Kelly Properties, Inc. | 057071996 | 07-Aug-1996 | 439070 | 07-Apr-1997 |
| Taiwan | BTI | Kelly Properties, Inc. | 91034113 | 15-Aug-2002 | 188023 | 16-Oct-2003 |
| Taiwan | KELLY | Kelly Properties, Inc. | 7758305 | 19-Dec-1988 | 00038825 | 16-Sep-1989 |
| Taiwan | Characters) | Kelly Properties, Inc. | 7813785 | 31-Mar-1989 | 00041417 | 01-Nov-1989 |
| Taiwan | PINPOINT | Kelly Properties, Inc. | 92038984 | 20-Jun-2003 | 01084948 | 31-Jan-2004 |
| Thailand | KELLY | Kelly Properties, Inc. | 495325 | 20-Aug-2002 | Bor19204 | 26-Mar-2003 |
| Thailand | KELLY IT RESOURCES | Kelly Properties, Inc. | 496875 | 08-May-2002 | Bor18954 | 04-Mar-2003 |
| Thailand | KELLYCONNECT | Kelly Properties, Inc. | 626393 | 18-May-2006 | Bor33627 | 23-May-2007 |
| Thailand | PINPOINT | Kelly Properties, Inc. | 512349 | 03-Mar-2003 | Bor21071 | 22-Jan-2004 |
| Turkey | KELLY | Kelly Properties, Inc. | 2006G9270 | 25-Jan-2006 | | |
| Turkey | PINPOINT | Kelly Properties, Inc. | 2006G9269 | 25-Jan-2006 | | |
| Ukraine | HR FIRST | Kelly Properties, Inc. | m200803007 | 19-Feb-2008 | | |
| Ukraine | KELLY | Kelly Properties, Inc. | m200803005 | 19-Feb-2008 | | |
| Ukraine | SERVICES | Kelly Properties, Inc. | m200803004 | 19-Feb-2008 | | |
| Ukraine | KELLY SERVICES | Kelly Properties, Inc. | m200803006 | 19-Feb-2008 | | |
| Emirates | BTI | Kelly Properties, Inc. | 76771 | 17-Jan-2006 | | |
| Emirates | KELLY | Kelly Properties, Inc. | 73096 | 13-Sep-2005 | | |

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| United Kingdom | ENCORE | Kelly Properties, Inc. | 1368116 | 22-Dec-1988 | 1368116 | 15-Feb-1991 |
| United Kingdom | KELLY (Stylized) | Kelly Properties, Inc. | 1440916 | 21-Sep-1990 | 1440916 | 17-Jul-1992 |
| United Kingdom | ASSIGNMENTS | Kelly Properties, Inc. | 2137492 | 30-Jun-1997 | 2137492 | 04-Sep-1998 |
| United Kingdom | STAFFING | Kelly Properties, Inc. | 2307340 | 06-Aug-2002 | 2307340 | 10-Jan-2003 |
| United Kingdom | KELLY GIRL | Kelly Properties, Inc. | 1279182 | 01-Oct-1986 | 1279182 | 10-Mar-1989 |
| United Kingdom | SERVICES | Kelly Properties, Inc. | 2112341 | 09-Oct-1996 | 2112341 | 07-Aug-1998 |
| United Kingdom | RESOURCES | Kelly Properties, Inc. | 2320876 | 16-Jan-2003 | 2320876 | 19-Dec-2003 |
| United Kingdom | SERVICES | Kelly Properties, Inc. | 1481191 | 28-Oct-1991 | 1481191 | 11-Feb-1994 |
| United Kingdom | KES | Kelly Properties, Inc. | 2307339 | 06-Aug-2002 | 2307339 | 10-Jan-2003 |
| United Kingdom | KSR | Kelly Properties, Inc. | 2127509 | 19-Mar-1997 | 2127509 | 10-Oct-1997 |
| United Kingdom | PARTNERED STAFFING | Kelly Properties, Inc. | 1486515 | 31-Jul-1991 | 1486515 | 26-Aug-1994 |
| United Kingdom | PINPOINT | Kelly Properties, Inc. | 2013251 | 16-Jan-1995 | 2013251 | 21-Nov-1997 |
| United States | ELEVATE | Kelly Properties, LLC | 771047870 | 20-Nov-2006 | 3377092 | 05-Feb-2008 |
| United States | DEVELOPMENT | Kelly Properties, LLC | 771047881 | 20-Nov-2006 | 3387543 | 26-Feb-2008 |
| United States | ENCORE | Kelly Properties, LLC | 73702467 | 22-Dec-1997 | 1502454 | 30-Aug-1988 |
| United States | FEDSECURE | Kelly Properties, LLC | 78336184 | 04-Dec-2003 | 2863981 | 28-Jun-2005 |
| United States | HR FIRST | Kelly Properties, LLC | 75479109 | 05-May-1998 | 2400603 | 31-Oct-2000 |
| United States | KELLY | Kelly Properties, LLC | 73568601 | 14-Nov-1985 | 1397917 | 17-Jun-1986 |
| United States | KELLY | Kelly Properties, LLC | 751088786 | 09-Apr-1996 | 2092773 | 02-Sep-1997 |
| United States | KELLY (Swized) | Kelly Properties, LLC | 73819757 | 17-Aug-1989 | 1591225 | 10-Apr-1990 |
| United States | SERVICES GROUP | Kelly Properties, LLC | 78299091 | 22-Aug-2003 | 2881691 | 07-Sep-2004 |
| United States | NETWORK | Kelly Properties, LLC | 78384497 | 19-Mar-2002 | 2699956 | 25-Mar-2003 |
| United States | STAFFING | Kelly Properties, LLC | 75902112 | 27-Jan-2000 | 2408847 | 28-Nov-2000 |
| United States | RESOURCES | Kelly Properties, LLC | 75521235 | 17-Jul-1998 | 2464209 | 26-Jun-2001 |
| United States | RESOURCES | Kelly Properties, LLC | 781023669 | 08-Apr-2000 | 2430065 | 20-Feb-2001 |
| United States | KELLY GIRL | Kelly Properties, LLC | 721108051 | 08-Nov-1980 | 736554 | 21-Aug-1982 |
| United States | RESOURCES | Kelly Properties, LLC | 761023697 | 06-Apr-2000 | 2430064 | 20-Feb-2001 |
| United States | SERVICES | Kelly Properties, LLC | 78280861 | 30-Jul-2003 | 3075516 | 04-Apr-2006 |
| United States | KELLY HR CONSULTING | Kelly Properties, LLC | 76384495 | 19-Mar-2002 | 2726731 | 17-Jun-2003 |
| United States | KELLY IT RESOURCES | Kelly Properties, LLC | 76171980 | 20-Nov-2000 | 2509758 | 20-Nov-2001 |
| United States | KELLY LAW REGISTRY | Kelly Properties, LLC | 761024399 | 06-Apr-2000 | 2440959 | 03-Apr-2001 |
| United States | SERVICES | Kelly Properties, LLC | 761088769 | 09-Apr-1998 | 2082775 | 02-Sep-1997 |
| United States | RESOURCES | Kelly Properties, LLC | 76434384 | 25-Jul-2002 | 2790558 | 09-Dec-2003 |
| United States | LEARNING CENTER | Kelly Properties, LLC | 76196973 | 16-Jan-2001 | 2712625 | 06-May-2003 |

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|---------------|----------------------|------------------------|------------|-------------|---------|-------------|
| United States | RESOURCES | Kelly Properties, LLC | 75/088788 | 08-Apr-1996 | 2090765 | 26-Aug-1997 |
| United States | KELLY SERVICES | Kelly Properties, LLC | 72/245720 | 16-May-1966 | 0834892 | 05-Sep-1967 |
| United States | KELLY SERVICES | Kelly Properties, LLC | 75/088767 | 09-Apr-1996 | 2092774 | 02-Sep-1997 |
| United States | Design | Kelly Properties, LLC | 72/245721 | 16-May-1966 | 0834893 | 05-Sep-1967 |
| United States | KELLY STAFF LEASING | Kelly Properties, Inc. | 75/371221 | 10-Oct-1997 | 2312905 | 01-Feb-2000 |
| United States | KELLYCONNECT | Kelly Properties, LLC | 75/674100 | 05-Apr-1999 | 2324403 | 29-Feb-2000 |
| United States | KELLYDIRECT | Kelly Properties, LLC | 76/364878 | 30-Jan-2002 | 2720008 | 27-May-2003 |
| United States | KELLYOCC | Kelly Properties, LLC | 77/688449 | 11-Feb-2009 | | |
| United States | KELLYSELECT | Kelly Properties, LLC | 74/403104 | 17-Jun-1993 | 1824584 | 01-Mar-1994 |
| United States | KELTRONICS | Kelly Properties, LLC | 74/591832 | 28-Oct-1994 | 1929817 | 24-Oct-1995 |
| United States | KER | Kelly Properties, LLC | 75/521229 | 17-Jul-1998 | 2409187 | 28-Nov-2000 |
| United States | KES | Kelly Properties, LLC | 78/289281 | 19-Aug-2003 | 2874883 | 17-Aug-2004 |
| United States | KMS | Kelly Properties, LLC | 75/206860 | 19-Nov-1996 | 2165323 | 16-Jun-1998 |
| United States | KSR | Kelly Properties, LLC | 75/209415 | 08-Nov-1996 | 2163425 | 09-Jun-1998 |
| United States | QUALITY MANAGEMENT | Kelly Properties, LLC | 77/047860 | 20-Nov-2006 | 3377091 | 05-Feb-2008 |
| United States | MOVE | Kelly Properties, LLC | 74/321291 | 09-Oct-1992 | 1775454 | 08-Jun-1993 |
| United States | ON DECK | Kelly Properties, LLC | 77/587518 | 07-Oct-2008 | | |
| United States | PARTNERED STAFFING | Kelly Properties, LLC | 74/199422 | 31-Jul-1991 | 1702083 | 21-Jul-1992 |
| United States | PINPOINT | Kelly Properties, LLC | 74/573403 | 14-Sep-1994 | 1977704 | 04-Jun-1996 |
| United States | PINPOINT | Kelly Properties, LLC | 75/098765 | 09-Apr-1996 | 2035818 | 04-Feb-1997 |
| United States | PINPOINT (Stylized) | Kelly Properties, LLC | 76/488030 | 27-Jan-2003 | 2870861 | 10-Aug-2004 |
| United States | SYSTEM | Kelly Properties, LLC | 76/437844 | 06-Aug-2002 | 2816246 | 24-Feb-2004 |
| United States | RECOGNIZE | Kelly Properties, LLC | 77/572309 | 17-Sep-2008 | | |
| United States | RECOGNIZE & Design | Kelly Properties, LLC | 77/572326 | 17-Sep-2008 | | |
| United States | BEST | Kelly Properties, LLC | 73/863740 | 01-Jun-1987 | 1537055 | 25-Apr-1989 |
| United States | TRAVELPATH | Kelly Properties, LLC | 77/658454 | 28-Jan-2009 | | |
| United States | WALLACE | Kelly Properties, Inc. | 75/568918 | 08-Oct-1998 | 2281698 | 28-Sep-1999 |
| United States | WORCLE | Kelly Properties, LLC | 77/572273 | 17-Sep-2008 | | |
| United States | YOUR CIRCLE & Design | Kelly Properties, LLC | 77/572283 | 17-Sep-2008 | | |
| Uruguay | KELLY | Kelly Services, Inc. | 228969 | 15-Mar-1989 | 335828 | 06-Dec-1991 |
| Venezuela | KELLY CIENTIFICO | Kelly Properties, Inc. | 83822001 | 18-May-2001 | | |
| Venezuela | KELLY GIRL | Kelly Services, Inc. | 4701 | 28-Jul-1966 | 6703D | 08-Jan-1985 |
| Venezuela | KELLY SERVICES | Kelly Services, Inc. | 1966008421 | 01-Jan-1966 | D006754 | 26-Jan-1970 |
| Viet Nam | BTI | Kelly Properties, Inc. | 4200806257 | 28-Mar-2008 | | |
| Viet Nam | KELLY | Kelly Properties, Inc. | 4200725608 | 13-Dec-2007 | 125347 | 21-May-2009 |

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| United States | Kelly Services activity based costing model | Kelly Properties, Inc. | TXU000879322 | 13-Oct-1998 |
| United States | Kelly Services activity based costing model user's guide | Kelly Properties, Inc. | TXU000879323 | 13-Oct-1998 |
| United States | Light Industrial skills analysis | Kelly Properties, Inc. | TXU000754621 | 30-Jul-1996 |
| United States | IBM rational robot, version 7.0.0 | Kelly Services, Inc. | TXU0006417928 | 04-Aug-2006 |
| United States | IBM rational test realtime for Linux/Unix : version 7.0.0 | Kelly Services, Inc. | TXU0006417930 | 04-Aug-2006 |
| United States | IBM rational test realtime for Windrow : version 7.0.0 | Kelly Services, Inc. | TXU0006417926 | 04-Aug-2006 |
| United States | IBM WebSphere application server express for Linux and Windrows : version 5.0.2 | Kelly Services, Inc. | TXU0005899519 | 17-Dec-2003 |
| United States | IBM WebSphere studio application developer for Linux and Windrows : 5724-D14, version 5, release 1 | Kelly Services, Inc. | TXU00058993226 | 17-Dec-2003 |
| United States | IBM WebSphere studio site developer for Linux and Windrows : 5724-D11, version 5.1 | Kelly Services, Inc. | TXU0005895225 | 17-Dec-2003 |
| United States | Pinpoint intelligent testing engine | Kelly Services, Inc. | TXU001058246 | 05-Jul-2002 |
| United States | Pinpoint skillcenter learning management system | Kelly Services, Inc. | TXU001058247 | 05-Jul-2002 |
| United States | Kelly Services activity based costing model | Kelly Services, Inc. | TXU000879322 | 13-Oct-1998 |
| United States | Kelly Services activity based costing model user's guide | Kelly Services, Inc. | TXU000879323 | 13-Oct-1998 |
| United States | Kelly customizer, version 1.0 | Kelly Services, Inc. | TXU0003158721 | 09-Apr-1991 |
| United States | Kelly service description/Kelly skills review desktop presentation | Kelly Services, Inc. | PAU001455599 | 11-Dec-1990 |
| United States | Kelly service descriptions | Kelly Services, Inc. | TXU0002982385 | 10-Dec-1990 |
| United States | Kelly service descriptions & Kelly skills review | Kelly Services, Inc. | TXU000449043 | 10-Dec-1990 |
| United States | Kelly service descriptions : the Kelly service system | Kelly Services, Inc. | TXU0002976585 | 10-Dec-1990 |
| United States | Kelly Service system : service description guide | Kelly Services, Inc. | TXU000448942 | 10-Dec-1990 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071101 | 1987 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071102 | 1987 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071104 | 1987 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071109 | 1987 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071111 | 1987 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071112 | 1987 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071127 | 1987 |

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|---------------|--|----------------------|---------------|-------------|
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071128 | 1987 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071101 | 1986 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071102 | 1986 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071104 | 1986 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071109 | 1986 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071111 | 1986 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071112 | 1986 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071127 | 1986 |
| United States | Kelly Kash : coupons to save on fun all over town | Kelly Services, Inc. | CSN0071128 | 1986 |
| United States | Kelly Services fact book | Kelly Services, Inc. | TX0000052840 | 30-Jan-1981 |
| United States | The Proposal : instructor guide | Kelly Services, Inc. | TX00000597276 | 04-Dec-1980 |
| United States | Salary + + instructor guide | Kelly Services, Inc. | TX00000725400 | 08-Jul-1981 |
| United States | Salary + + training reference guide | Kelly Services, Inc. | TX00000725399 | 08-Jul-1981 |
| United States | The Secretary's role in the electronic office : a survey of Kelly Services' temporary office/clerical employees / prepared by Research & Forecasts, Inc. | Kelly Services, Inc. | TX00000991790 | 12-Oct-1982 |
| United States | Word processing training : instructor guide | Kelly Services, Inc. | TX00000687523 | 13-May-1981 |
| United States | Workstyle : [the magazine for busy people from Kelly Services] / editor, Mike Holmberg ... [et al.] | Kelly Services, Inc. | CSN0054888 | 1987 |
| United States | Workstyle : [the magazine for busy people from Kelly Services] / editor, Mike Holmberg ... [et al.] | Kelly Services, Inc. | CSN0054888 | 1986 |
| United States | Workstyle : [the magazine for busy people from Kelly Services] / editor, Mike Holmberg ... [et al.] | Kelly Services, Inc. | CSN0054888 | 1985 |
| United States | Workstyle : [the magazine for busy people from Kelly Services] / editor, Mike Holmberg ... [et al.] | Kelly Services, Inc. | CSN0054888 | 1984 |
| United States | The Fact book | Kelly Services, Inc. | TX00000563833 | 10-Oct-1980 |
| United States | Fact book II : Answering objections : Nonverbal selling | Kelly Services, Inc. | PA0000102574 | 19-Nov-1980 |
| United States | Fact book II, instructor guide / Kelly Services | Kelly Services, Inc. | TX00000585195 | 19-Nov-1980 |
| United States | A Guide to a second career from Kelly Services | Kelly Services, Inc. | TX00000229861 | 28-Apr-1978 |
| United States | How to use Kelly temporary help | Kelly Services, Inc. | TX0001252595 | 19-Dec-1983 |
| United States | The Interview | Kelly Services, Inc. | TX00000563831 | 10-Oct-1980 |
| United States | The Interview : Time and territory management ; The Fact book | Kelly Services, Inc. | PA0000100833 | 08-Oct-1980 |

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|---------------|---|----------------------|---------------|-------------|
| United States | The Kelly report on people in the electronic office / (conducted by Research & Forecasts, Inc.) | Kelly Services, Inc. | TX0001045041 | 23-Dec-1982 |
| United States | Kelly Services announces a breakthrough in evaluating word processing operators | Kelly Services, Inc. | TX0001151373 | 12-Jul-1983 |
| United States | The Personnel record system | Kelly Services, Inc. | PA0000100832 | 08-Oct-1980 |
| United States | The Proposal : Presenting a proposal ; Custom service program | Kelly Services, Inc. | PA0000089898 | 04-Dec-1980 |
| United States | Recipes for busy people : how to prepare good and satisfying foods after a day's work, cook up a party dish or pack a "brown bag" lunch--the 300 best recipes of busy people who work, chosen from almost 10,000 submitted / edited by Sylvia Schur | Kelly Services, Inc. | TX00000474235 | 08-May-1980 |
| United States | Salary ++ | Kelly Services, Inc. | PA0000112896 | 07-Jul-1981 |
| United States | Service descriptions : an easy guide to temporary help | Kelly Services, Inc. | TX0000049849 | 05-Jun-1978 |
| United States | Telephone technique--field | Kelly Services, Inc. | PA0000100831 | 08-Oct-1980 |
| United States | Telephone technique--field | Kelly Services, Inc. | TX00000583830 | 10-Oct-1980 |
| United States | Time and territory management | Kelly Services, Inc. | TX00000563832 | 10-Oct-1980 |
| United States | Word processing, the new challenge / written & produced for Kelly Services by Sandy Corporation | Kelly Services, Inc. | PA0000106526 | 05-Jun-1981 |
| United States | Word processing training : pt. 1 | Kelly Services, Inc. | PA0000109954 | 22-May-1981 |
| United States | Word processing training : pt. 3 | Kelly Services, Inc. | PA0000108838 | 22-May-1981 |
| United States | You're not looking at me | Kelly Services, Inc. | PA0000086491 | 22-Jan-1980 |

| | | | | | | |
|---------------|------------------------------|-----------------------|------------|-------------|---------|-------------|
| United States | Simulation Generation System | Kelly Properties, LLC | 08/7/10666 | 18-Sep-1996 | 5816820 | 06-Oct-1998 |
|---------------|------------------------------|-----------------------|------------|-------------|---------|-------------|

EXHIBIT E
(See Section 3.12 of Security Agreement)

TITLE DOCUMENTS

[To be completed and delivered only upon request of the Agent.]

I. Vehicles subject to certificates of title:

| <u>Name of Grantor</u> | <u>Description</u> | <u>Title Number</u> | <u>State Where Issued</u> |
|------------------------|--------------------|---------------------|---------------------------|
| | | | |
| | | | |
| | | | |

II. Aircraft/engines/parts, ships, railcars and other vehicles governed by federal statute:

| <u>Name of Grantor</u> | <u>Description</u> | <u>Registration Number</u> |
|------------------------|--------------------|----------------------------|
| | | |
| | | |
| | | |

EXHIBIT F
(See Section 3.12 of Security Agreement)

FIXTURES

[To be completed and delivered only upon request of the Agent.]

I. Legal description, county and street address of property on which Fixtures are located (by Grantor):

II. Name and Address of Record Owner:

EXHIBIT G

(See Section 3.14 of Security Agreement and Definition of "Pledged Collateral")

LIST OF PLEDGED COLLATERAL, SECURITIES AND OTHER INVESTMENT PROPERTY**DOMESTIC SUBSIDIARIES
STOCKS**

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Certificate Number(s)</u> | <u>Number of Shares</u> | <u>Class of Stock</u> | <u>Percentage of Outstanding Shares</u> |
|-----------------------------|------------------------------------|------------------------------|-------------------------|-----------------------|---|
| Kelly Services, Inc. | Kelly Properties, LLC | N/A | 10,000 Units | N/A | 100% |
| Kelly Services, Inc. | KSI Acquisition Corporation | 2 | 100 | N/A | 100% |
| Kelly Properties, LLC | Kelly Receivables Services, LLC | N/A | 1 Unit | N/A | 100% |
| KSI Acquisition Corporation | Kelly Staff Leasing, Inc. | 10 | 20,714 | N/A | 100% |
| Kelly Services, Inc. | KHCS, Inc. | 2 | 10 | N/A | 100% |
| Kelly Services, Inc. | Kelly Management Services, Inc. | 2 | 100 | N/A | 100% |
| Kelly Services, Inc. | KellySelect, Inc. | 2 | 100 | N/A | 100% |
| Kelly Services, Inc. | KellyGuard Security Services, Inc. | 2 | 1 | N/A | 100% |
| Kelly Properties, LLC | Kelly Services (Ireland), Ltd. | 10 | 1,600 | N/A | 100% |
| Kelly Services, Inc. | Kelly Services of Denmark, Inc. | 2 | 10 | N/A | 100% |
| Kelly Services, Inc. | Kelly Services CIS, Inc. | 2 | 10 | N/A | 100% |
| Kelly Services, Inc. | Kelly Services (Australia), Ltd. | 10 | 133 | N/A | 100% |
| Kelly Services, Inc. | Kelly Services (New Zealand), Ltd. | 2 | 10 | N/A | 100% |

* To be provided after the Effective Date in connection with Section 3.14 (d)(ii)

** A subsidiary controlled by Kelly Services, Inc. by contract as required by Malaysian Law. The shareholders of records are Bumiputras.

FOREIGN SUBSIDIARIES
STOCKS

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>*Certificate Number(s)</u> | <u>*Number of Shares</u> | <u>Percentage of Voting Stock Pledged</u> | <u>Class of Stock</u> | <u>Percentage of Outstanding Shares</u> |
|------------------------|---|-------------------------------|--------------------------|---|-----------------------|---|
| Kelly Services, Inc. | Kelly Services (Canada), Ltd. | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services Mexico, S.A. de C.V. | | | 65% | A | 99% |
| Kelly Services, Inc. | Kelly Services Mexico, S.A. de C.V. | | | 65% | B | 99% |
| Kelly Properties, LLC | Kelly Services Mexico, S.A. de C.V. | | | 65% | A | 1% |
| Kelly Properties, LLC | Kelly Services Mexico, S.A. de C.V. | | | 65% | B | 1% |
| Kelly Services, Inc. | Kelly Services Interim (Belgium) | | | 65% | N/A | 99% |
| Kelly Properties, LLC | Kelly Services Interim (Belgium) | | | 65% | N/A | 1% |
| Kelly Services, Inc. | Kelly Services Outsourcing and Consulting Group SA/NV | | | 65% | N/A | 99% |
| Kelly Properties, LLC | Kelly Services Outsourcing and Consulting Group SA/NV | | | 65% | N/A | 1% |
| Kelly Services, Inc. | Kelly Services France, S.A.S. | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services Hungary Staffing Limited Liability Company | | | 65% | N/A | 97% |
| Kelly Properties, LLC | Kelly Services Hungary Staffing | | | 65% | N/A | 3% |

* To be provided after the Effective Date in connection with Section 3.14 (d)(ii)

** A subsidiary controlled by Kelly Services, Inc. by contract as required by Malaysian Law. The shareholders of records are Bumiputras.

| | | | | | | |
|-----------------------|---|--|--|-----|-----|------|
| | Limited Liability Company | | | | | |
| Kelly Properties, LLC | Kelly Services (UK) Limited | | | 65% | N/A | 100% |
| Kelly Properties, LLC | Kelly Payroll Services Limited | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services - Empresa De Trabalho Temporario, Unipessoal, Lda. | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services Deutschland GmbH | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services Norge AS | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services Czech Republic, s.r.o. | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services Poland Sp.zo.o. | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services Outsourcing and Consulting Group FZ-LLC | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services S.p.A. | | | 65% | N/A | 80% |
| Kelly Properties, LLC | Kelly Services S.p.A. | | | 65% | N/A | 20% |
| Kelly Services, Inc. | Kelly Management Services, S.r.l. | | | 65% | N/A | 80% |
| Kelly Properties, LLC | Kelly Management Services, S.r.l. | | | 65% | N/A | 20% |
| Kelly Services, Inc. | Kelly Services Luxembourg, S.a.r.l. | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services (Nederland) B.V. | | | 65% | N/A | 100% |
| Kelly Services, Inc. | LLC Kelly Services CIS, Inc. | | | 65% | N/A | 100% |
| Kelly Services, Inc. | LLC Kelly Services Ukraine | | | 65% | N/A | 100% |

* To be provided after the Effective Date in connection with Section 3.14 (d)(ii)

** A subsidiary controlled by Kelly Services, Inc. by contract as required by Malaysian Law. The shareholders of records are Bumiputras.

| | | | | | | |
|-----------------------|---|--|--|-----|-----|------|
| Kelly Services, Inc. | Kelly Services Sverige AB | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services (Suisse), SA | | | 65% | N/A | 95% |
| Kelly Services, Inc. | Kelly Services Management Sarl | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services Seleccion Y Formacion, S.L. | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services International Yonetim ve Danismanlik Ltd. Sti. | | | 65% | N/A | 80% |
| Kelly Properties, LLC | Kelly Services International Yonetim ve Danismanlik Ltd. Sti. | | | 65% | N/A | 80% |
| Kelly Services, Inc. | PT Kelly Services Indonesia | | | 65% | N/A | 99% |
| Kelly Properties, LLC | PT Kelly Services Indonesia | | | 65% | N/A | 1% |
| Kelly Services, Inc. | Kelly Services Japan, Inc. | | | 65% | N/A | 100% |
| Kelly Services, Inc. | Kelly Services (Singapore), Pte. Ltd. | | | 65% | N/A | 99% |
| Kelly Services, Inc. | BTI Consultants Hong Kong Limited | | | 65% | N/A | 99% |
| Kelly Properties, LLC | BTI Consultants Hong Kong Limited | | | 65% | N/A | 1% |
| Kelly Services, Inc. | Kelly Services Hong Kong Limited | | | 65% | N/A | 99% |
| Kelly Properties, LLC | Kelly Services Hong Kong Limited | | | 65% | N/A | 1% |
| Kelly Services, Inc. | Kelly Investment and Consulting (Shanghai) Co., | | | 65% | N/A | 100% |

* To be provided after the Effective Date in connection with Section 3.14 (d)(ii)

** A subsidiary controlled by Kelly Services, Inc. by contract as required by Malaysian Law. The shareholders of records are Bumiputras.

| | | | | | | |
|------------------------------------|--|--|--|-----|-----|------|
| | Ltd. | | | | | |
| Kelly Services, Inc. | BTI Consultants (India) Pvt. Ltd. | | | 65% | N/A | 99% |
| Kelly Properties, LLC | BTI Consultants (India) Pvt. Ltd. | | | 65% | N/A | 1% |
| Kelly Services, Inc. | Kelly Services Holding (Thailand), Co., Ltd. | | | 65% | N/A | 44% |
| Kelly Properties, LLC | Kelly Services Holding (Thailand), Co., Ltd. | | | 65% | N/A | 1% |
| Kelly Services of Denmark, Inc. | Kelly Services Holding (Thailand), Co., Ltd. | | | 65% | N/A | 1% |
| Kelly Services (New Zealand), Ltd. | Kelly Services Holding (Thailand), Co., Ltd. | | | 65% | N/A | 1% |
| Kelly Services (Ireland), Ltd. | Kelly Services Holding (Thailand), Co., Ltd. | | | 65% | N/A | 1% |
| Kelly Services (Australia), Ltd. | Kelly Services Holding (Thailand), Co., Ltd. | | | 65% | N/A | 1% |
| Kelly Services, Inc. | **Eradekad Sdn. Bhd. | | | 65% | N/A | 99% |
| Kelly Services, Inc. | BTI Consultants Korea, Ltd. | | | 65% | N/A | 100% |

* To be provided after the Effective Date in connection with Section 3.14 (d)(ii)

** A subsidiary controlled by Kelly Services, Inc. by contract as required by Malaysian Law. The shareholders of records are Bumiputras.

**OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED)**

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Description of Collateral</u> | <u>Percentage Ownership Interest</u> |
|------------------------|------------------------------------|---|--------------------------------------|
| Kelly Services, Inc. | Detroit Investment Fund, L.P. | Investment in a private equity fund. Current book value is \$1,000,000 | 1.6889% |
| Kelly Services, Inc. | Access Ventures Fund LLC | Investment in a private equity fund. Current book value is \$39,418 | 2.3024% |
| Kelly Services, Inc. | PeopleClick, Inc. | Original investment was a note provided to company. This was converted to preferred stock. After impairments booked, this asset has a book value of \$317,500 | 3.3123% |
| Kelly Services, Inc. | Career Partners International, LLC | Book value is currently \$12,102 | 8.5216% |

NOTES OR OTHER INSTRUMENTS PAYABLE TO THE COMPANY

| <u>Name of Grantor/Lender</u> | <u>Borrower</u> | <u>Description of Note</u> | <u>Local Currency Principal Amount</u> | <u>USD Principal Amount</u> |
|-------------------------------|---|---|--|-----------------------------|
| Kelly Services, Inc. | Kelly Services Poland SP. zo. o. | Inter-company Loan | PLN 400,000 | \$383,900.30 |
| Kelly Services, Inc. | Kelly Services Finland AB | Inter-company Loan | EUR 100,000 | \$143,590.00 |
| Kelly Services, Inc. | Kelly Services Holding (Thailand) Company Limited | Inter-company Loan | THB 2,090,841 | \$61,303.47 |
| Kelly Services, Inc. | Kelly Services Insan Kaynaklari ve Danismanlik Ltd. STI | Inter-company Loan | TRY 90,000 | \$61,449.83 |
| Kelly Services, Inc. | Kelly Services Hong Kong Ltd. | Inter-company Loan | HKD 6,000,000 | \$774,195.64 |
| Kelly Services, Inc. | Tradicao Planejamento E Tecnologia de Servicos S/A | Agreement for the Granting of a Loan Facility and Other Covenants | USD 3,400,000 | \$ 3,400,000.00 |

Note: Notes receivable balances are as of August 30, 2009.

* To be provided after the Effective Date in connection with Section 3.14 (d)(ii)

** A subsidiary controlled by Kelly Services, Inc. by contract as required by Malaysian Law. The shareholders of records are Bumiputras.

EXHIBIT H
(See Section 3.1 of Security Agreement)

OFFICES IN WHICH FINANCING STATEMENTS HAVE BEEN FILED

| | |
|------------------------------------|-------------------------------|
| Kelly Services, Inc. | Delaware Secretary of State |
| Kelly Properties, LLC | Delaware Secretary of State |
| Kelly Receivables Services, LLC | Delaware Secretary of State |
| Kelly Services (Ireland), LTD. | Delaware Secretary of State |
| Kelly Services of Denmark, Inc. | Delaware Secretary of State |
| Kelly Services CIS, Inc. | Delaware Secretary of State |
| Kelly Services (Australia), LTD. | Delaware Secretary of State |
| Kelly Services (New Zealand), LTD. | Delaware Secretary of State |
| Kelly Staff Leasing, Inc. | California Secretary of State |
| KHCS, Inc. | Delaware Secretary of State |
| KSI Acquisition Corporation | Delaware Secretary of State |

EXHIBIT I

(See Section 4.4 and 4.8 of Security Agreement)

AMENDMENT

This Amendment, dated _____, is delivered pursuant to Section 4.4 of the Security Agreement referred to below. All defined terms herein shall have the meanings ascribed thereto or incorporated by reference in the Security Agreement. The undersigned hereby certifies that the representations and warranties in Article III of the Security Agreement are and continue to be true and correct. The undersigned further agrees that this Amendment may be attached to that certain Pledge and Security Agreement, dated _____, between the undersigned, as the Grantors, and JPMorgan Chase Bank, N.A., as the Collateral Agent, (the "Security Agreement") and that the Collateral listed on Schedule I to this Amendment shall be and become a part of the Collateral referred to in said Security Agreement and shall secure all Secured Obligations referred to in said Security Agreement.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SCHEDULE I TO AMENDMENT

STOCKS

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Certificate Number(s)</u> | <u>Number of Shares</u> | <u>Class of Stock</u> | <u>Percentage of Outstanding Shares</u> |
|------------------------|---------------|------------------------------|-------------------------|-----------------------|---|
| | | | | | |
| | | | | | |
| | | | | | |

BONDS

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Number</u> | <u>Face Amount</u> | <u>Coupon Rate</u> | <u>Maturity</u> |
|------------------------|---------------|---------------|--------------------|--------------------|-----------------|
| | | | | | |
| | | | | | |
| | | | | | |

GOVERNMENT SECURITIES

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Number</u> | <u>Type</u> | <u>Face Amount</u> | <u>Coupon Rate</u> | <u>Maturity</u> |
|------------------------|---------------|---------------|-------------|--------------------|--------------------|-----------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |

OTHER SECURITIES OR OTHER INVESTMENT PROPERTY
(CERTIFICATED AND UNCERTIFICATED)

| <u>Name of Grantor</u> | <u>Issuer</u> | <u>Description of Collateral</u> | <u>Percentage Ownership Interest</u> |
|------------------------|---------------|----------------------------------|--------------------------------------|
| | | | |
| | | | |
| | | | |

[Add description of custody accounts or arrangements with Securities Intermediary, if applicable]

COMMERCIAL TORT CLAIMS

| <u>Name of Grantor</u> | <u>Description of Claim</u> | <u>Parties</u> | <u>Case Number; Name of Court where Case was Filed</u> |
|------------------------|-----------------------------|----------------|--|
| | | | |
| | | | |

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