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Tab settings



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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
BANK OF AMERICA, N.A.
(f/k/a NationsBank of Texas, N.A.),
as Collateral Agent
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other a National Banking Association
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: STAFFING SOLUTIONS SOUTHEAST, INC.
Internal
Address: Suite 1040
Street Address: 1040 Crown Pointe Parkway
City: Atlanta State: GA Zip: 30338
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State GA
 Other
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)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest
Execution Date: 07/21/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) n.a.
B. Trademark Registration No.(s) 2,151,346;
1,985,401
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name:
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700
Street Address:
City: State: Zip:

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Penelope S. Johnson
Name of Person Signing
Penelope S. Johnson
Signature
07/28/2004
Date

Total number of pages including cover sheet, attachments, and document: 4

08/02/2004 6TMM11 00000066 2151346

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521 40.00 OP
02 FC:8522 25.00 OP

TRADEMARK
REEL: 003016 FRAME: 0380

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed as of this 21ST day of July, 2004, by BANK OF AMERICA, N.A., formerly known as NationsBank of Texas, N.A., a national banking association in its capacity as collateral agent (the "Collateral Agent") for itself and each secured party to the Credit Agreement (the "Lenders").

WHEREAS, Staffing Solutions Southeast, Inc., a Georgia corporation (the "Borrower"), and the Collateral Agent entered into that certain Security Agreement dated as of October 30, 2000 (as amended through the date hereof and as further amended, extended, renewed, or restated from time to time, the "Agreement").

WHEREAS, in connection with the Agreement, the Borrower and the Collateral Agent entered into that certain Assignment of Security Interest in United States Patents and Trademarks, dated as of October 30, 2000 (the "Assignment").

WHEREAS, pursuant to the terms and conditions of the Assignment, the Collateral Agent was granted a security interest in all of Borrower's interest in the collateral more specifically described on Exhibit A attached hereto (the "Collateral").

WHEREAS, such Assignment was filed with the United States Patent and Trademark Office on December 22, 2000, and recorded against the trademark Collateral at Reel/Frame 002210/0165.

WHEREAS, the Collateral Agent has received consideration for a full and complete release of the security interest in and liens in the Collateral, and now wishes to release such security interest and liens in the Collateral.

NOW THEREFORE, the Collateral Agent represents and agrees as follows:

1. The Collateral Agent hereby releases, cancels and terminates all of its right, title and interest in and to the Collateral, including its security interest in and liens on the Collateral and all other rights with respect to the Collateral, and conveys and assigns any and all right, title and interest that it may have in and to the Collateral to the Borrower.

2. The Collateral Agent represents that it has not exercised any of the rights with respect to the Collateral available to it under the Security Agreement. The Collateral Agent represents and warrants that it has not sold, licensed, conveyed or otherwise alienated any rights in and to the Collateral, and that it has not practiced or sublicensed any of the Collateral.

3. Without limiting the generality of the foregoing, this Release is intended to and shall forever terminate the irrevocable rights in the Collateral conveyed to the Collateral Agent and reconvey such rights to the Borrower.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its officer thereunto duly authorized as of the date hereof.

Bank of America, N.A.
formerly known as NationsBank, N.A.
as Collateral Agent

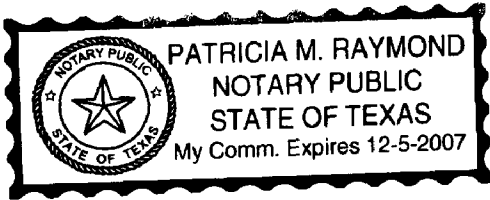
By: [Signature]
Name: Mike W. Colon
Title: Principal

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 21st day of July, 2004, before me personally came Mike W. Colon to me known, who, being by me duly sworn, did depose and say that he is a Principal of BANK OF AMERICA, N.A., the entity described in and which executed the foregoing instrument; and that he signed on behalf of said entity.

[Signature: Patricia M. Raymond]
Notary Public

My commission expires:
12-5-2007



[SEAL]