

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ABSO		07/30/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	Starbright Capital, LLC		
Street Address:	One North Clematis		
Internal Address:	Suite 300		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77108064	ABSO	
Serial Number:	76500037	ABSOLUTEBACKGROUNDS	
Serial Number:	76500018	ABSOLUTEHIRE	
Serial Number:	76500043		
CORRESPONDENCE DATA			
Fax Number:	(212)801-6400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	sinanians@gtlaw.com		
Correspondent Name:	Shahe Sinanian		
Address Line 1:	200 Park Avenue		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Shahe Sinanian		
Signature:	/Shahe Sinanian/		

CH \$115.00 77108064

Date:

08/21/2007

Total Attachments: 2

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NOTICE OF TRADEMARK SECURITY AGREEMENT

WHEREAS, ABSO, a California corporation (the "Grantor"), is the owner of certain trademarks and service marks, including without limitation the registrations therefor and applications in the United States Patent and Trademark Office as set forth on **Schedule A** annexed hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, the Grantor has entered into that certain Collateral Agreement of even date herewith (the "Collateral Agreement"), by and between the Grantor and Starbright Capital, LLC, a Delaware limited liability company (the "Secured Party"); and

WHEREAS, pursuant to the Collateral Agreement, the Grantor has agreed to grant to the Secured Party a continuing security interest in, and a continuing lien on, all of the Grantor's right, title, and interest in and to the Trademarks (and any trademark(s) which may be issued upon the applications set forth on **Schedule A**);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign and grant to the Secured Party a continuing security interest in and a continuing lien on the Trademarks, as security for the payment and performance of the Loan Obligations as defined in the Collateral Agreement.

IN WITNESS WHEREOF, the Grantor has caused this Notice of Security Agreement to be duly executed by its authorized officer or agent as of July 30, 2007.

ABSO .

By: _____

Name: James Dabney

Title: Chief Executive Officer

SCHEDULE A

ABSO - U.S. TRADEMARK

APPLICATIONS

<u>Serial No.</u>	<u>Application Date</u>	<u>Mark</u>
77/108064	February 15, 2007	Abso: word mark and drawing
76/500043	March 8, 2005	AbsoluteHire: graphic
76/500037	August 17, 2004	Absolute Backgrounds: word mark
76/500018	January 13, 2004	AbsoluteHire: word mark