

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of New York Mellon		09/14/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Employment Solutions Management, Inc.		
<b>Street Address:</b>	1040 Crown Pointe Parkway, Suite 1040		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30338		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2595844	EMPLOYBRIDGE	
Registration Number:	2595816	EMPLOYBRIDGE	
Registration Number:	1461290	PERSONNEL ONE 1	
Registration Number:	3338485	RESOURCE ACCOUNTING	
Registration Number:	3296876	PERSONNEL ONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)881-4777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-881-7000		
<b>Email:</b>	ann.jones@alston.com		
<b>Correspondent Name:</b>	Scott Brown, Esq.		
<b>Address Line 1:</b>	Alston & Bird LLP		
<b>Address Line 2:</b>	1201 West Peachtree Street		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3424		
<b>ATTORNEY DOCKET NUMBER:</b>	52828/376759		

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**TRADEMARK  
 REEL: 004061 FRAME: 0388**

NAME OF SUBMITTER:	Scott Brown
Signature:	/Scott Brown/
Date:	09/15/2009
Total Attachments: 4 source=ESMI 0259#page1.tif source=ESMI 0259#page2.tif source=ESMI 0259#page3.tif source=ESMI 0259#page4.tif	

## RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE is made as of September 14, 2009 by THE BANK OF NEW YORK MELLON, as Administrative Agent for the Secured Parties ("*Secured Party*").

### WITNESSETH:

WHEREAS, Canadian Imperial Bank of Commerce, New York Agency ("CIBC") and EMPLOYMENT SOLUTIONS MANAGEMENT, INC., a Georgia corporation ("*Company*"), were parties to that certain Second Lien Trademark Security Agreement, dated as of October 2, 2006 (the "*Second Lien Security Agreement*"), pursuant to which Company granted a security interest to CIBC in, *inter alia* certain Trademark Collateral (as defined in the Second Lien Security Agreement), including, without limitation, those trademarks set forth on Schedule 1 (the "*Trademarks*"), and the goodwill associated therewith, ; and

WHEREAS, CIBC recorded a security interest in certain of those Trademarks with the Assignment Division of the United States Patent and Trademark Office on November 21, 2008 at Reel 3893, Frame 0259; and

WHEREAS, CIBC and Secured Party were parties to that certain Security Interest Assignment Agreement (Trademarks), dated as of January 26, 2009 (the "Assignment"), pursuant to which CIBC assigned all of its interest in the Trademark Collateral, including, without limitation the Trademarks to Secured Party, which Assignment was recorded with the Assignment Division of the United States Patent and Trademark Office on February 11, 2009 at Reel 3934, Frame 0146; and

WHEREAS Secured Party and Company were parties to that certain Supplement to Second Lien Trademark Security Agreement (the "Supplement") dated as of April 3, 2009, whereby additional trademarks were added to the Trademark Collateral and the Supplement was recorded with the Assignment Division of the United States Patent and Trademark Office on April 3, 2009 at Reel 3966 Frame 385.

NOW THEREFORE, in consideration for the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases, without representation, warranty or recourse, its security interest in the Trademark Collateral originally granted to Secured Party pursuant to the Second Lien Security Agreement, the Assignment and the Supplement.
2. Secured Party, to the extent granted in the Second Lien Security Agreement, the Assignment and the Supplement, hereby assigns, grants and otherwise re-conveys to Company, without any representation, recourse or undertaking by Secured Party, all of its right, title and interest in and to the Trademark Collateral and all goodwill associated therewith originally granted to Secured Party pursuant to the Second Lien Security Agreement, the Assignment and the Supplement.
3. Upon the request of Company, Secured Party further agrees, at Company's sole cost and expense, to execute all documents necessary to demonstrate and confirm the parties' intent under this Release of Trademark Security Interest.

IN WITNESS WHEREOF, Secured Party has caused this Release of Trademark Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

THE BANK OF NEW YORK MELLON, as  
Administrative Agent

By:  \_\_\_\_\_

Name:

Title:

***Melinda Valentine***  
***Vice President***

TRADEMARK

REEL: 004061 FRAME: 0391

**Schedule I  
to Trademark Security Agreement Release**

***Employment Solutions Management, Inc.***

**Trademarks**

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Registrant/Applicant
United States of America	EMPLOYBRIDGE	22-Jan-2001	76/197,623	16-Jul-2002	2,595,816	Employment Solutions Management, Inc.
United States of America	EMPLOYBRIDGE & Design	08-Feb-2001	76/207,511	16-Jul-2002	2,595,844	Employment Solutions Management, Inc.
United States of America	PERSONNEL ONE 1 (Stylized)	13-Feb-1987	74/644,477	13-Oct-1987	1,461,290	Employment Solutions Management, Inc.

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Registrant/Applicant
United States of America	PERSONNEL ONE & Design	19-Jan-2007	77/087,156	25-Sept-2007	3,296,876	Employment Solutions Management, Inc.
United States of America	RESOURCE ACCOUNTING & Design	19-Jan-2007	77/087,172	20-Nov-2007	3,338,485	Employment Solutions Management, Inc.