



101658043

Tab settings

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

MPD 12-13-00

1. Name of conveying party(ies):

Bankers Trust Company

12-13-00

- Individual(s)
- General Partnership
- Corporation-State
- Other Collateral Agent

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: October 26, 2000

2. Name and address of receiving party(ies):

Name: Staffing Solutions Holding Company 2, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1040 Crown Pointe Parkway  
Suite 1040

City: Atlanta State: GA ZIP: 30338

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Schedule A  
(Attached)

Additional numbers

Yes  No

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

Name: Pamela C. Gavin

Internal Address: McGuireWoods LLP

Street Address: One James Center, 901 East Cary Street

City: Richmond State: VA ZIP: 23219-4030

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:

12/28/2000 GTON11 00000109 1985401

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

9. Statement and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Pamela C. Gavin

Name of Person Signing

Pam C. Gavin

Signature

December 11, 2000

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

SCHEDULE A  
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
GuestFirst	1,985,401	July 9, 1996
Medical Solutions	2,151,346	April 14, 1998

**RELEASE OF TRADEMARK SECURITY INTEREST**

THIS RELEASE is made on this 26th day of October, 2000, by BANKERS TRUST COMPANY, a New York banking corporation, as Collateral Agent ("Collateral Agent").

WHEREAS, STAFFING SOLUTIONS HOLDING COMPANY 2, INC. (the "Company"), in a Grant of Security Interest in United States Trademarks dated December 27, 1999 (the "Trademark Security Agreement"), assigned and granted the Collateral Agent a security interest in (i) the Marks, as defined in the Trademark Security Agreement, which are set forth in Schedule A hereto, (ii) the Proceeds, as defined in the Trademark Security Agreement, and products of the Marks, (iii) the goodwill of the business with which the Marks are associated and (iv) all causes of action arising prior to or after the execution of the Trademark Security Agreement for infringement of any of the Marks or unfair competition regarding the same (collectively the "Collateral"); and

WHEREAS, the Collateral Agent has agreed to release its rights as an assignee and secured party under said Trademark Security Agreement and to reconvey to the Company any and all rights in the Collateral, including the Marks identified on Schedule A attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby releases its assignment and security interest in and to the Collateral, including the Marks listed on Schedule A, releases all other rights it may have under the Trademark Security Agreement, cancels such Trademark Security Agreement and assigns, grants and otherwise reconveys to the Company, without representation or warranty, express or implied, and without recourse, any and all of its right, title and interest in and to the Collateral and the goodwill of the business symbolized by each such Mark.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the date first written above.

Bankers Trust Company,  
as Collateral Agent

By: *Diane F. Rolfe*  
Title: **Diane F. Rolfe**  
**Vice President**