

04-13-2001

Docket No.:



RE

Tab settings

101662741

To the Honorable Commissioner of Patents

Attached original documents or copy thereof.

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

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

Name: Staffing Solutions Holding Company 1, 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

3. Nature of conveyance:

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

Execution Date: October 26, 2000

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

2001255

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:.....

9

7. Total fee (37 CFR 3.41):.....\$ \$240.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

12/28/2000 GT0N11 00000107 2001255

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 200.00 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

Pam C Gavin

December 11, 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

3

TRADEMARK

REEL: 002270 FRAME: 0174

SCHEDULE A
TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Trademark</u>	<u>Number</u>	<u>Application or Registration Date</u>
[Staffing Solutions Triangle Design]	2,001,255	Sept. 17, 1996
ProfitPartners	1,966,983	April 9, 1996
ProfitPartners (and design)	1,970,221	April 23, 1996
Protonics	2,002,862	Sept. 24, 1996
Protonics (and design)	2,001,254	Sept. 18, 1996
ResourceMFG	1,950,471	Jan. 23, 1996
ResourceMFG (and design)	2,001,252	Sept. 17, 1996
Staffing Solutions	1,816,089	Jan. 11, 1994
StaffingResources, Inc. (and design)	2,185,248	Sept. 1, 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 1, 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