

07-30-2004

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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EET 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. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other a National Banking Association.

2. Name and address of receiving party(ies) Name: STAFFING SOLUTIONS SOUTHWEST, INC. Internal Address: Suite 1040 Street Address: 1040 Crown Pointe Parkway City: Atlanta State: GA Zip: 30338. Includes checkboxes for citizenship and partnership types.

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

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,001,255

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

6. Total number of applications and registrations involved: 11 7. Total fee (37 CFR 3.41) \$ 290.00 Includes checkboxes for Enclosed and 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 Signature Date 07/28/2004

Total number of pages including cover sheet, attachments, and document: 5

08/02/2004 678111 00000067 2001255 01 FC:8521 02 FC:8522 40.00 DP 250.00 OP

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

TRADEMARK REEL: 003016 FRAME: 0375

EXHIBIT A**U.S. TRADEMARK REGISTRATIONS
AND APPLICATIONS**

Mark	Reg. No./App. No.	Reg. Date/Filing Date
MISCELLANEOUS DESIGN	2,001,255	09/17/96
RESOURCEMFG (Stylized)	1,950,471	01/23/96
RESOURCEMFG AND DESIGN	2,001,252	09/17/96
STAFFING SOLUTIONS	1,816,089	01/11/94
STAFFING RESOURCES, INC. AND DESIGN	2,185,248	09/01/98
VIP VALUE IN PARTNERING	2,591,862	07/09/02
PROLOGISTIX	2,578,757	06/11/02
PROFITPARTNERS AND DESIGN	1,970,221	04/23/96
PROFITPARTNES	1,966,983	04/09/96
PROTRONICS	2,002,862	09/24/96
PROTRONICS AND DESIGN	2,001,254	09/17/96

U.S. COPYRIGHTS REGISTRATIONS

Title of Work	Reg. No.	Issue Date
GuestFirst (logo)	TX4186877	08/23/95
ResourceMFG (logo)	TX4186876	08/23/95
PowerStaff (logo)	TX4186875	08/23/95
PowerTemps (logo)	TX4186873	08/23/95
ProfitPartners (logo)	TX4186871	08/23/95
PrintResources (logo)	TX4186870	08/23/95
Skills Inventory I & Electronic Skills Inventory II	Txu682-457	01/03/96
MacStaffing	TX4186872	08/23/95

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Release of Security Interest

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TRADEMARK
REEL: 003016 FRAME: 0376

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST (this "Release") is executed as of this 2/5ST 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 Southwest, 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 (the "Trademark Assignment"), and Assignment of Security Interest in United States Copyrights (the "Copyright Assignment"), both dated as of October 30, 2000 (and collectively referred to as the "Assignments").

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 Trademark Assignment was filed with the United States Patent and Trademark Office on December 11, 2000, and recorded against the trademark Collateral at Reel/Frame 002213/0798.

WHEREAS, such Copyright Assignment was filed with the Register of Copyrights on January 19, 2001, and recorded against the copyright Collateral at Volume/Page 3463/92.

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

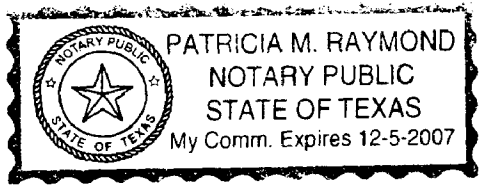
By: [Signature]
Name: Muse W. Colon
Title: Principal

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 21st day of July, 2004, before me personally came Muse 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]
Notary Public

My commission expires:
12-5-2007



[SEAL]

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TRADEMARK
REEL: 003016 FRAME: 0379