

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Grant of Second Lien Security Interest in Certain Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Company, as Collateral Agent		06/28/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Strategic HR Services, Inc.		
Street Address:	275 McCormick Avenue		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2440253	REAL ESTATE TEMPS	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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Correspondent Name:	Kirstie Howard, Esq.		
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ATTORNEY DOCKET NUMBER:	509265/1153		
NAME OF SUBMITTER:	Kirstie Howard		
Signature:	/kh/		

OP \$40.00 2440253

Date:

07/06/2006

Total Attachments: 5

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**RELEASE OF GRANT OF SECOND LIEN SECURITY INTEREST
IN CERTAIN TRADEMARK RIGHTS**

This Release of Grant of Second Lien Security Interest in Certain Trademark Rights (this "Release") is made and entered into this 27 day of June, 2006 by and between Strategic HR Services, Inc., a California corporation (the "Obligor") and Wilmington Trust Company, as Collateral Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") party to the Second Lien Credit Agreement, dated as of November 30, 2005 (as amended or otherwise modified to the date hereof, the "Second Lien Credit Agreement"), among Alliant Holdings II, Inc., ARG Holdings, Inc., a Delaware corporation (as successor-by-merger to ARG Acquisition Co.) and parent of the Obligor, the Lenders, the Agent, JPMorgan Chase Bank, N.A., as Administrative Agent, and General Electric Capital Corporation, as Syndication Agent.

W I T N E S S E T H :

WHEREAS, the Agent has recorded a second lien security interest in the trademark set forth in Schedule A hereto (the "Trademark");

WHEREAS, the second lien security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on February 27, 2006 at Reel 003254, Frame 0713; and

WHEREAS, the Obligor is not the legal owner of the Trademark and the Agent wishes to record the release of the second lien security interest in the Trademark.

NOW THEREFORE, in consideration of the foregoing, the parties to this Release intending to be legally bound, agree as follows.

1. Capitalized terms used herein and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement.
2. The Agent hereby releases in its entirety any and all security interests it has against the Trademark, and the Agent hereby agrees, at the expense of the Obligor, to take any actions and to execute any further documents necessary or reasonably requested by the Obligor to effectuate or evidence such release, including, but not limited to, the execution and delivery of those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law.
3. The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record this Release against the Trademark.
4. The Obligor hereby acknowledges (i) that it does not own the Trademark, and (ii) that this Release is permitted under the Second Lien Credit Agreement and the related Credit Documents.
5. This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

6. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

7. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

8. This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

9. This Release is limited as set forth herein and is not intended to release any other security interest in any of Obligor's assets previously granted to the Agent.

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IN WITNESS WHEREOF, the undersigned have entered into this Release as of the date first above written, intending to be legally bound.

WILMINGTON TRUST COMPANY,
as Collateral Agent

By: 

Name: James A. Hensley

Title: Senior Financial Services Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK ASSIGNMENT]

Acknowledged and Accepted:

STRATEGIC HR SERVICES, INC.,
as Obligor

By: 
Name: TED C. FILLEY
Title: SUP, TREASURER; SECRETARY

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK ASSIGNMENT]

SCHEDULE A

TRADEMARK

- 1.) Real Estate Temps
Reg. No. 2,440,253
Reg. Date April 3, 2001