

Form PTO-1594 (Rev. 07/05)  
OMH Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**  
The CIT Group/Business Credit, Inc.

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: New York  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  
Additional names, addresses, or citizenship attached?  No

Name: Computer Horizons (Corp.)  
Internal Address: \_\_\_\_\_  
Street Address: 19 Old Bloomfield Ave.  
City: Mountain Lakes  
State: NJ  
Country: USA      Zip: 07046

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship New York  
 Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**3. Nature of conveyance (Execution Date(s) :**  
Execution Date(s) February 12, 2007

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

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_  
B. Trademark Registration No.(s) 1,805,467

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
CH

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

Name: Ostien Grundman Frome Rosenzweig & Wolosky LLP  
Internal Address: Attn: Martin S. Cooper  
Street Address: Park Avenue Tower  
85 East 55th Street  
City: New York  
State: NY      Zip: 10022  
Phone Number: 212-451-2300  
Fax Number: 212-451-2222  
Email Address: mcooper@olehalelaw.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(8) & 3.41)** \$ 40

Authorized to be charged by credit card  
 Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

a. Credit Card      Last 4 Numbers 6954  
Expiration Date 10/08

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Martin S. Cooper      February 28, 2007  
Signature      Date

Name of Person Signing: Martin S. Cooper

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (571) 372-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22314-1450

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OP \$40.00 1005467



505 Fifth Avenue  
New York, New York 10017

February 12, 2007

Computer Horizons Corp.  
49 Old Bloomfield Avenue  
Mountain Lakes, NJ 07046

RE: Termination of Financing Agreement

Ladies and Gentlemen:

The undersigned, The CIT Group/Business Credit, Inc. ("CIT"), has been informed that Computer Horizons Corp. (the "Company") wishes to pay off all of the liabilities, obligations and indebtedness (the "Outstanding Obligations") owing by the Company to CIT under or in connection with that certain Financing Agreement dated July 31, 2001, between CIT and the Company, as amended, and each of the documents, instruments and other agreements executed in connection therewith (collectively, the "Financing Agreement") and to terminate the commitments under the Financing Agreement. All capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Financing Agreement.

The amount necessary to pay all of the Outstanding Obligations is \$1,219.89 (the "Termination Amount"), as detailed on Exhibit A hereto. Amounts set forth above assume that no additional financing is provided by CIT to the Company and no repayment of Outstanding Obligations is made by the Company on or after the date of this letter and prior to the Termination Effective Time. Any account receivable receipts received by CIT on account of the Company's blocked accounts at JPMorgan Chase Bank on or after the date of this letter shall be sent (less applicable wire fees) by CIT to the Company's operating deposit accounts.

This letter will confirm and evidence the Company's and CIT's agreement that the Termination Amount is to be paid by wire transfer to the account identified below:

Bank Name:	JPMorgan Chase Bank, N.A.
ABA Number:	021000021
Account Name:	The CIT Group/Business Credit, Inc.
Account Number:	144064425
Reference:	Computer Horizons Payoff

Alternatively, at the Company's request, CIT may deduct the Termination Amount from the amount to be returned to the Company by CIT pursuant to the final sentence of the immediately preceding paragraph on account of any account receivable receipts received

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by CIT on or after the date of this letter. Upon receipt by CIT of (1) the Termination Amount in the manner set forth above, and (2) a fully executed counterpart of this letter agreement signed by Company and the Guarantors (the time at which the foregoing conditions shall first be satisfied is herein referred to as the "Termination Effective Time"), (a) all of CIT's commitments to extend further credit to the Company under the Financing Agreement (and the Letter of Credit Guarantees) will automatically terminate, and (b) all liabilities, obligations and indebtedness of the Company and Guarantors to CIT shall be deemed satisfied in full, and all liens and security interests of CIT in any and all of the property (and any or all of the capital stock) of the Company and its subsidiaries shall be deemed released and terminated.

Notwithstanding anything contained in this paragraph, the Company and Guarantors understand and agree that, as provided in the Financing Agreement, certain indemnities and covenants survive termination of the Financing Agreement.

In addition to the foregoing, upon the Termination Effective Time, the Company and the Guarantors will be authorized to file any and all UCC financing statement terminations and to file and deliver to the appropriate parties all other release and termination documents necessary to terminate the perfection of CIT's liens and security interests in the assets of the Company and its subsidiaries. CIT agrees that, at the Company's expense, CIT will take such further actions and execute and deliver such other documents and agreements as may be reasonably requested by the Company to further evidence the satisfaction of the Outstanding Obligations and the release of any of CIT's liens or security interests.

The Termination Amount has been calculated assuming that the proceeds of all checks or similar instruments for the payment of money (collectively, "Checks") that have been received by CIT and credited to the Company's account with CIT are good collected funds. In consideration of CIT's release of the liens and security interests in and to Company's property, the Company and the Guarantors jointly and severally agree to reimburse CIT for all losses and liabilities which CIT may incur at any time as a result of any nonpayment, claim, refund, or chargeback of any Check together with any expenses or other charges incidental thereto incurred by CIT (to the extent such losses, liabilities, expenses and charges are in excess of the General Reserve described below). The amount of any such losses or liabilities reimbursed hereunder shall be paid to CIT promptly by the Company and Guarantors upon CIT's demand therefor, and the amount of such demand shall be conclusive and binding on the Company and the Guarantors in the absence of manifest error.

As collateral security for the Company's and Guarantors' obligations, indebtedness, and liabilities to CIT with respect to (x) Checks and (y) other expenses incurred by CIT or for which CIT receives an invoice on or after the date hereof and which are reimbursable under the Financing Agreement (the "General Reimbursement Obligations"), the Company hereby (i) agrees to pay to CIT (in addition to all of the Company's obligations outstanding as of the date hereof) the additional amount of \$100,000 (the "General Reserve") and (ii) pledges and assigns to CIT, and grants to CIT a continuing security

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interest in and lien upon, all of Company's right, title and interest in and to the General Reserve. The General Reserve shall (x) at all times be held by CIT or CIT's designee, (y) at all times be under CIT's dominion and control and (z) be non-interest bearing. CIT may at any time and from time to time, and without notice to the Company or to any other party (any such notice being hereby expressly waived) set off, charge and/or apply all of the General Reserve against and on account of the General Reimbursement Obligations as they come due. Any balance of said General Reserve remaining after ninety (90) days have elapsed from the date hereof shall be returned to the Company.

EFFECTIVE UPON THE TERMINATION EFFECTIVE TIME, AND IN CONSIDERATION OF THE ABOVE AND FOR OTHER VALUABLE CONSIDERATION THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE COMPANY AND EACH GUARANTOR HEREBY RELEASES AND DISCHARGES, ON BEHALF OF ITSELF AND EACH OF ITS SUBSIDIARIES, CIT AND ALL OF CIT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND ATTORNEYS-IN-FACT FROM ALL DAMAGES, LOSSES, CLAIMS AND LIABILITIES OF ANY KIND OR CHARACTER, KNOWN OR UNKNOWN, PRESENT OR FUTURE IN ANY WAY ARISING OUT OF OR RELATING TO THE FINANCING AGREEMENT OR THE OBLIGATIONS THROUGH SUCH DATE (INCLUDING WITHOUT LIMITATION, ALL SUCH DAMAGES, LOSSES, CLAIMS AND/OR LIABILITIES WHICH ARISE OUT OF CONTRACT, TORT, VIOLATION OF LAW OR OTHERWISE, INCLUDING ANY APPLICABLE USURY LAW VIOLATIONS AS A RESULT OF ANY CONTRACTING FOR, TAKING, RESERVING, COLLECTING AND/OR RECEIVING INTEREST IN EXCESS OF THE HIGHEST LAWFUL RATE APPLICABLE).

TRADEMARK

This letter agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this letter agreement without the prior written consent of the other parties. This letter agreement supersedes any and all of our prior discussions and correspondence regarding the Termination Amount. This letter agreement shall inure to the benefit of CIT, the Company and the Guarantors, and each of their respective successors and assigns. In addition, this letter agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this letter agreement by signing any such counterpart.

Very truly yours,

THE CIT GROUP/BUSINESS CREDIT, INC.

By: *Jeffrey S. Ivers*  
 Name: *Jeffrey S. Ivers*  
 Title: *Assistant Vice President*

Acknowledged and Agreed:

COMPUTER HORIZONS CORP.

\_\_\_\_\_  
 Name:  
 Title:

COMPUTER HORIZONS (CANADA) CORP.

CHIMES, INC.

\_\_\_\_\_  
 Name:  
 Title:

\_\_\_\_\_  
 Name:  
 Title:

STRATEGIC OUTSOURCING SERVICES, INC.

HORIZON ENTERPRISES INC.

\_\_\_\_\_  
 Name:  
 Title:

\_\_\_\_\_  
 Name:  
 Title:

INTEGRATED COMPUTER MANAGEMENT, INC.

G. TRIAD DEVELOPMENT CORP.

\_\_\_\_\_  
 Name:  
 Title:

\_\_\_\_\_  
 Name:  
 Title:

TRADEMARK

This letter agreement shall be governed by the internal laws of the State of New York. No party may assign its rights, duties or obligations under this letter agreement without the prior written consent of the other parties. This letter agreement supersedes any and all of our prior discussions and correspondence regarding the Termination Amount. This letter agreement shall inure to the benefit of CIT, the Company and the Guarantors, and each of their respective successors and assigns. In addition, this letter agreement may be executed in multiple counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this letter agreement by signing any such counterpart.

Very truly yours,

THE CIT GROUP/BUSINESS CREDIT, INC.


By: \_\_\_\_\_  
 Name:  
 Title:

Acknowledged and Agreed:


COMPUTER HORIZONS CORP.

  
 Name:  
 Title:

COMPUTER HORIZONS (CANADA) CORP.

  
 Name: Dennis Conway  
 Title: President + CEO

CHIMES, INC.

  
 Name: Brian Delle Donne  
 Title: C.O.O. & EVP


STRATEGIC OUTSOURCING SERVICES, INC.

  
 Name: Dennis Conway  
 Title: CEO

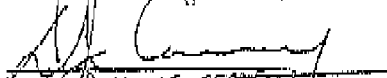
HORIZON ENTERPRISES INC.

  
 Name: Dennis Conway  
 Title: CEO

INTEGRATED COMPUTER MANAGEMENT, INC.

  
 Name: Dennis Conway  
 Title: CEO

G. TRIAD DEVELOPMENT CORP.

  
 Name: Dennis Conway  
 Title: CEO

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Exhibit A

**Termination Amount Details**

General Reserve

Wire Fees

Collection Days

Total

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