

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|----------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Wells Fargo Bank | | 02/28/2007 | National Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Excell Personnel Services Corporation | | |
| Street Address: | 10375 PARK MEADOWS DR. | | |
| Internal Address: | SUITE 375 | | |
| City: | LONE TREE | | |
| State/Country: | COLORADO | | |
| Postal Code: | 80124 | | |
| Entity Type: | CORPORATION: ILLINOIS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1524781 | EXCELL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (303)223-0948 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 303-223-1148 | | |
| Email: | cparent@bhfs.com | | |
| Correspondent Name: | Christopher M. Parent | | |
| Address Line 1: | 410 17th Street | | |
| Address Line 2: | Suite 2200 | | |
| Address Line 4: | Denver, COLORADO 80202 | | |
| ATTORNEY DOCKET NUMBER: | 7378.30 03/06/07 | | |
| NAME OF SUBMITTER: | Christopher M. Parent | | |
| Signature: | /christopherparent/ | | |

OP \$40.00 1524781

Date:

03/06/2007

Total Attachments: 4

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**TERMINATION AND RELEASE
OF
PATENT AND TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF PATENT AND TRADEMARK SECURITY AGREEMENT dated as of February 28, 2007, by WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Secured Party"), acting through its Wells Fargo Business Credit operating division.

WHEREAS, Excell Personnel Services Corporation, an Illinois corporation (the "Grantor"), and the Secured Party entered into a Patent and Trademark Security Agreement, dated as of March 31, 2006 (the "Security Agreement") which Security Agreement was recorded with the United States Patent and Trademark Office on April 11, 2006, at Reel 003286, Frame 0432 for the purpose of collateral security for all indebtedness and obligations of the Grantor to the Secured Party arising under a certain Credit Agreement (as defined in the Security Agreement);

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor pledged and assigned to the Secured Party, and granted the Secured Party a security interest with power of sale in, the Patents (as defined in the Security Agreement), including, without limitation, the patents listed on Exhibit A hereto, and the Trademarks (as defined in the Security Agreement) including, without limitation, the marks listed on Exhibit B hereto. The Patents and the Trademarks are referred to herein collectively as the "Intellectual Property"; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in the Intellectual Property as herein provided:

NOW, THEREFORE, for valuable consideration the Secured Party hereby terminates and releases its security interest in the Intellectual Property, including, without limitation, the Patents listed on Exhibit A hereto and the Trademarks listed on Exhibit B hereto, and the Secured Party hereby assigns and transfers to the Grantor, without representation, warranty or recourse, all of the Secured Party's right, title and interest in and to such Intellectual Property, effective as of the date set forth above.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
acting through its WELLS FARGO BUSINESS CREDIT
operating division

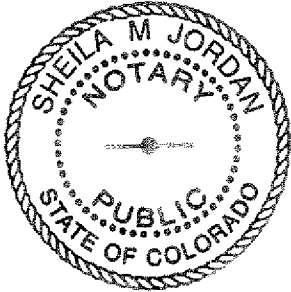
By: 
Name: Martin E. Tracy
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this 28th day of February, 2007, by Martin E. Tracy, a Vice President of Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division, on behalf of the national association.

Sheila M. Jordan
Notary Public



My Commission Expires 7/20/2009

EXHIBIT A

UNITED STATES ISSUED PATENTS

| <u>Title</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--------------|----------------------|-------------------|
| NONE | | |

UNITED STATES PATENT APPLICATIONS

| <u>Title</u> | <u>Serial Number</u> | <u>Filing Date</u> |
|--------------|----------------------|--------------------|
| NONE | | |

FOREIGN ISSUED PATENTS

| <u>Title</u> | <u>Country</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--------------|----------------|----------------------|-------------------|
| NONE | | | |

EXHIBIT B

**UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS**

REGISTRATIONS

| | <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------|-------------|----------------------------|--------------------------|
| Excell | | R1524781 | February 14, 1989 |

APPLICATIONS

| <u>Mark</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|-------------|----------------------------|--------------------------|
|-------------|----------------------------|--------------------------|

NONE

FOREIGN ISSUED TRADEMARKS

| <u>Title</u> | <u>Country</u> | <u>Patent Number</u> | <u>Issue Date</u> |
|--------------|----------------|----------------------|-------------------|
|--------------|----------------|----------------------|-------------------|

NONE

4811-9214-1569/4