

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent		08/09/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Club Staffing, Inc.
Street Address:	5901 Broken Sound Parkway
Internal Address:	Suite 500
City:	Boca Raton
State/Country:	FLORIDA
Postal Code:	33487-2791
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2788934	CLUB STAFFING
Serial Number:	78822237	EXCEPTIONAL HEALTHCARE. DELIVERED.
Serial Number:	78822235	CLUBSTAFFING
Registration Number:	2817233	CLUB STAFFING INC.

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-993-2622
 Email: gayle.grocke@lw.com
 Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
 Address Line 1: 233 S. Wacker Drive
 Address Line 2: Suite 5800
 Address Line 4: Chicago, ILLINOIS 60606

TRADEMARK

OP \$115.00 2788934

ATTORNEY DOCKET NUMBER:	025646-0413
NAME OF SUBMITTER:	Gayle D. Grocke
Signature:	/gdg/
Date:	08/10/2007
Total Attachments: 4 source=Club Staffing Trademark Release#page1.tif source=Club Staffing Trademark Release#page2.tif source=Club Staffing Trademark Release#page3.tif source=Club Staffing Trademark Release#page4.tif	

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of August 9, 2007 by **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent for the Lenders ("Agent").

WHEREAS, Agent and Club Staffing, Inc., a Delaware corporation ("Grantor"), entered into those certain Trademark Security Agreements, dated as of June 13, 2006 (the "Trademark Security Agreements");

WHEREAS, the Trademark Security Agreements granted Agent a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule I attached hereto as security for certain obligations of Grantor to Agent (the "Obligations");

WHEREAS, Agent recorded the Trademark Security Agreements on June 13, 2006 at Reel 3347, Frame 0940 and on June 14, 2006 at Reel 3348, Frame 0062, in the United States Patent and Trademark Office; and

WHEREAS, Grantor has satisfied all of the Obligations and has requested that Agent release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interests in and liens on the Trademark Collateral (as defined in the Trademark Security Agreements), including:

(a) all of Grantor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Grantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

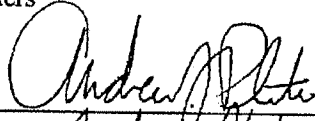
Agent further agrees, at the sole cost and expense of Grantor, to perform all acts reasonably requested by Grantor to effect the release and termination of its security interests and liens in the Trademarks.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release of Trademarks to be duly executed as of the day and year first above written.

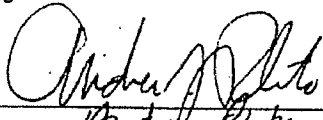
SENIOR SECURED PARTY:

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent for the Lenders

By: 
Name: Andy Pluta
Title: Vice President

JUNIOR SECURED PARTY:

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent for the Lenders

By: 
Name: Andy Pluta
Title: Vice Pres. USA

Schedule I to Release of Trademarks

TRADEMARKS

<u>MARK</u>	<u>OWNER</u>	<u>REG. NO./DATE</u>	<u>SER. NO.</u>	<u>Country</u>
CLUB STAFFING INC. (and Design)	Club Staffing, Inc.	2817223 2/24/04	78-200756	USA
CLUB STAFFING	Club Staffing, Inc.	2788934 12/2/03	78-200744	USA
EXCEPTIONAL HEALTHCARE DELIVERED	Club Staffing, Inc.	Allowed 1/16/2007	78-822237	USA
CLUBSTAFFING (and Design)	Club Staffing, Inc.	Published 5/29/07	78-822235	USA