

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	LIEN		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kevin Romney		11/01/2008	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Mark Kraus		
Street Address:	345 Woodedge		
City:	Bloomfield Hills		
State/Country:	MICHIGAN		
Postal Code:	48304		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3255133	WORKGIANT	
Registration Number:	3364343	GET JOBS. REFER PEOPLE. GET PAID	
Registration Number:	3494520	JOB SYNC TECHNOLOGY	
Registration Number:	3387438	RECYCLED CANDIDATE PROGRAM	
Registration Number:	3346391	JOB KEYWORDS	
Registration Number:	3350512	RESUME KEYWORDS	
CORRESPONDENCE DATA			
Fax Number:	(248)412-4078		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(248) 893-4505		
Email:	chris@falkowskipllc.com		
Correspondent Name:	Chris Falkowski		
Address Line 1:	P.O. Box 650		
Address Line 4:	Novi, MICHIGAN 48376-0650		
ATTORNEY DOCKET NUMBER:	040		

OP \$165.00 3255133

NAME OF SUBMITTER:	Christopher J. Falkowski
Signature:	/Christopher J. Falkowski/
Date:	12/09/2008
Total Attachments: 8 source=LienDocument#page1.tif source=LienDocument#page2.tif source=LienDocument#page3.tif source=LienDocument#page4.tif source=LienDocument#page5.tif source=LienDocument#page6.tif source=LienDocument#page7.tif source=LienDocument#page8.tif	

VOLUNTARY SURRENDER OF COLLATERAL

This transaction is entered into by and between Mark Kraus ("Kraus") of 345 Woodedge, Bloomfield Hills, Michigan 48304 (also known as "Secured Creditor") and WorkGiant Holdings, LLC ("WorkGiant") with principal offices located at 13451 McGregor Blvd., Suite 3, Fort Myers, Florida 33919 and Kevin Romney ("Romney"), of 1161 Poinciana Court, #204, Fort Myers, Florida 33916 (together also known as "Debtors").

WHEREAS, Secured Creditor Mark Kraus loaned \$50,000.00 to WorkGiant on or around January 25, 2008, with this obligation personally guaranteed by Debtor Romney;

WHEREAS, in connection with this loan transaction, Debtors executed and delivered to Secured Creditor a Security Agreement and Promissory Note, among other documents;

WHEREAS, pursuant to the Security Agreement, Debtors granted to Secured Creditor a security interest in the assets owned by WorkGiant;

WHEREAS, the Security Agreement provides Secured Creditor with the right to enforce these obligations by attaching and taking title to collateral owned and controlled by Debtors;

WHEREAS Debtors are experiencing serious financial obligations, have failed to timely pay loan obligations pursuant to the terms of the Promissory Note and Debtors are presently in default under the Promissory Note, Security Agreement and corresponding obligations;

WHEREAS, Secured Creditor has made demand upon Debtors for repayment of these loans;

NOW, THEREFORE, in consideration of the execution and delivery of this agreement and mutual promises, covenants and agreements hereinafter contained, the parties agree as follows:

1. Effective as of November 13, 2008, Debtors shall voluntarily surrender to Secured Creditor possession of all the collateral described in Exhibit A;

2. Debtors acknowledge and/or covenant, as the case may be, that:

- a. Debtors are in default under the Security Agreement and Promissory Note and as a result of such default Secured Creditor is entitled to exercise his rights and remedies as provided by the Security Agreements and appropriate law;
- b. Debtors have no defenses, set-offs or counterclaims with respect to the enforcement of the obligations of Secured Creditor and to the extent that Debtors have any such defenses, set-offs or counterclaims with respect to the enforcement of the obligations or Secured Creditor's remedies under the Security Agreement, Secured Creditor is hereby released;
- c. Debtors shall not assert or seek to assert any claim, off-set, defense, counterclaim or cross-claim of any kind or nature whatsoever with respect to the Promissory Note, Security Agreement or the performance by Secured Creditor of its obligations thereunder;
- d. The consummation of this agreement is the free and voluntary deed of Debtors who are authorized to enter into this transaction.

3. Secured Creditor acknowledges and/or covenants, as the case may be, that he has the right to enforce, release and/or discharge any and all obligations under the Security Agreement.

4. Debtors surrender possession to Secured Creditor all of the assets and Secured Creditor agrees to take possession of all of the assets.

5. Debtors hereby surrender and assign to Secured Creditor, absolutely and unconditionally, all of their accounts. Such assignment is an outright transfer of such accounts and not a grant of security interest. Debtors hereby authorize Secured Creditor to endorse the name of Debtors on any check or other instrument payable to Debtors and receive payment of any account assigned hereunder and to collect the same.

6. Debtors covenant, warrant and represent to Secured Creditor, as an inducement for Secured Creditor to enter into this agreement, that this agreement constitutes the valid, enforceable and binding obligation of Debtors, and that all of the representations contained in the preamble to this agreement are true and correct.

7. This agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

8. This agreement may be executed in counterparts, all of which, when taken together, shall constitute an agreement binding upon the parties. This agreement may not be changed or terminated orally.

9. Each section and subsection of this agreement constitutes a separate and distinct undertaking, covenant or provision hereof. Whenever possible, each provision of this agreement shall be interpreted in such a manner as to be effective and valid under applicable law. In the event that any provision of this agreement shall be determined to be unlawful, such provision shall be deemed severed from this agreement, but every other provision of this agreement shall remain in full force and effect. and in substitution for any such provision held unlawful there shall be substituted a provision of similar import reflecting the original intent of the parties hereto to the extent permissible under applicable law.

10. This agreement is intended solely and exclusively for the benefit of Secured Creditor. Debtors and their respective heirs, executors, administrators, personal representatives, successors and assigns, to the extent set forth herein, and no other persons shall have any right under or interest in this agreement whatsoever; nor may any person not a party hereto rely upon this agreement for any purpose or seek to assert any claim hereunder.

11. Secured Creditor agrees to accept possession and ownership of the assets in satisfaction of the indebtedness of Debtors to Secured Creditor Mark Kraus in the amount of Fifty Thousand Dollars (\$50,000.00) plus interest, costs and attorney fees.

12. Debtors hereby, with full authorization, consent to Secured Creditor's acceptance of the assets described in Exhibit A in satisfaction of indebtedness owed to Security Creditor in the amount of Fifty Thousand Dollars (\$50,000.00) plus interest, costs and attorney fees.

13. Debtors hereby waive any rights they or it may have to require Creditor to dispose of the Assets pursuant to Article 9 of the Michigan Commercial Code.

13. Debtors waive any rights they may have to require Secured Creditor to dispose of the assets pursuant to Article 9 of the Michigan Commercial Code or any other appropriate law, rule or statute.

14. Debtors waive any rights they may have to redeem the assets as granted pursuant to Article 9 of the Michigan Commercial Code or any other appropriate law, rule or statute.

15. This agreement is entered into and furnished to the Secured Creditor of Debtors pursuant to the applicable provisions of the Michigan's Uniform Commercial Code.

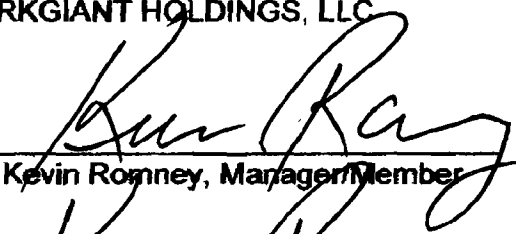
16. This agreement shall be construed and enforced in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties by their respective officers or individually, as the case may be, each being duly authorized, have hereunto executed this agreement as of the day and year written below.

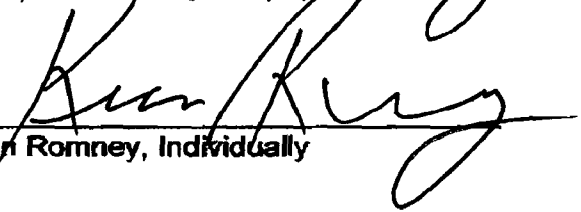
DEBTORS:

SECURED CREDITOR:

WORKGIANT HOLDINGS, LLC


By: Kevin Romney, Manager/Member


Mark Kraus


Kevin Romney, Individually

Nov 1, 2008

EXHIBIT A

1. TRADEMARKS

- A. Performance Based Recruiting, Serial No. 78784431
- B. WorkGiant, Serial No. 78784428, Registration No. 3255133
- C. Job Sync Technology, Serial No. 77031042, Registration No. 3494520
- D. Precision Match Technology, Serial No. 77031050
- E. Recycled Candidate Program, Serial No. 77031058, Registration No. 3387438
- F. Resume Keywords, Serial No. 77042188, Registration No. 3350512
- G. Pay Per Hire, Serial No. 77031127, Registration No. 3350499
- H. Job Keywords, Serial No. 77031026, Registration No. 3346391
- I. Get Jobs. Refer People. Get Paid, Serial No. 77031008, Registration No. 3364343

2. COPYRIGHTS

Type of Work: Computer File

Registration Number / Date: TX0006496260 / 2006-11-17

Application Title: WorkGiant job placement and referral system for use by employers, job seekers, and brokers.

Title: Online job placement and referral software application for employers, job seekers, and brokers.

Notes: Secure test.

Copyright Claimant: WorkGiant Holdings, LLC

Date of Creation: 2004

Date of Publication: 2004-12-22

Copyright Note: Cataloged from appl. only.

Names: WorkGiant Holdings, LLC

3. PATENT APPLICATIONS

- A. SYSTEM AND METHOD FOR FACILITATING AN EMPLOYMENT RELATIONSHIP (Provisional - Serial Number 60/670,481 Filed on April 12, 2005)
- B. SYSTEM OR METHOD FOR FACILITATING AN EMPLOYMENT RELATIONSHIP (Utility — Serial Number 11/279529 Filed on April 12, 2006)