# 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 | | 10/02/2006 | National Association: |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Professional Drivers of Georgia, Inc. |
| Street Address: | 1040 Crown Pointe Pkwy |
| Internal Address: | Suite 1040 |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30338 |
| Entity Type: | CORPORATION: |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 2062248 | PRODRIVERS |
| Registration Number: | 2821674 | PRODRIVERS ADVANTAGE |
| Registration Number: | 2821668 | PRODRIVERS ADVANTAGE |

OP $90.00 2062248

CORRESPONDENCE DATA

Fax Number: (312)706-9000
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 312-701-7608
Email: sjones2@mayerbrown.com
Correspondent Name: Sokya Jones
Address Line 1: 71 S. Wacker Drive
Address Line 4: Chicago, ILLINOIS 60606

| | |
|---|---|
| ATTORNEY DOCKET NUMBER: | 06092055 ASSMUS |
| NAME OF SUBMITTER: | Richard M. Assmus |

| | |
|---|---|
| Signature: | /Richard M. Assmus/ |
| Date: | 12/24/2008 |

Total Attachments: 8
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PAYOFF LETTER

October 2, 2006

Employment Solutions Management, Inc.
1040 Crown Pointe Parkway, Suite 1040
Atlanta, GA 30338
Attention: Shawn W. Poole

Employbridge Holdings, LLC
c/o J.W. Childs Associates, L.P.
111 Huntington Ave., Suite 2900
Boston, MA 02199
Attention: Edward D. Yun and Mark J. Tricolli

Re: Credit Agreement dated as of July 26, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used but not defined in this payoff letter shall have the meanings ascribed thereto in the Loan Agreement) among Employment Solutions Management, Inc., a Georgia corporation ("Borrower"), Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent, Wells Fargo Bank, National Association, as Collateral Agent, and the financial institutions party thereto as Lenders

Ladies and Gentlemen:

Administrative Agent has been informed that Borrower intends to repay all of the liabilities, obligations and indebtedness (including, without limitation, the Obligations) owing by Borrower to Administrative Agent, Collateral Agent and the Lenders (the "Indebtedness") with respect to the Loan Agreement and the other loan documents entered into in connection with the Loan Agreement (collectively, with the Loan Agreement, the "Loan Documents") other than contingent indemnification obligations and expense reimbursement obligations that, in each case, expressly survive the termination of the Loan Documents (the "Contingent and Reimbursement Obligations"). If paid on the date hereof (the "Payoff Date"), the amount necessary to pay all of the Indebtedness is $36,824,125.00 (the "Payoff Amount"), comprised of (i) $36,000,000.00 in respect of principal, (ii) $104,125.00 in respect of accrued interest and (iii) $720,000.00 in respect of accrued fees and expenses. If the Payoff Amount is not received by Administrative Agent pursuant to the wire instructions set forth below before 2:00 p.m. (New York City time) on the Payoff Date, the Indebtedness will increase by $14,875.00 (the "Per Diem Amount"). If the Payoff Amount and Per Diem Amount (if applicable in accordance with the terms of the preceding sentence) are not received by Administrative Agent pursuant to the wire instructions set forth below before 5:00 p.m. (New York City time) on the Payoff Date, then this payoff letter shall be null and void and Administrative Agent shall issue a new payoff letter to Borrower updating the Payoff Amount and Per Diem Amount.



TRADEMARK
REEL: 003909 FRAME: 0186

Upon receipt by Administrative Agent of (i) a fully executed counterpart of this payoff letter by Borrower, each other Credit Party, Collateral Agent and the Lenders and (ii) payment by federal funds wire transfer of the Payoff Amount plus the applicable Per Diem Amount, if any, to the following account:

ABA No.: 071 000 505
Account Name: MLBFS Corporate Finance
Account Number: 5800393182
Bank: LaSalle Bank
Bank's Address: 200 W. Monroe St.
Chicago, IL 60606
Reference: Employment Solutions Management, Inc.

(items (i) and (ii) collectively, the "Payoff Amount and Deliveries") (a) the Loan Agreement and each of the other Loan Documents will terminate and have no further force or effect (other than with respect to the Contingent and Reimbursement Obligations) and the Indebtedness and all other obligations (other than the Contingent and Reimbursement Obligations) under the Loan Agreement and the other Loan Documents shall have been satisfied in full and (b) the liens and security interests of the Collateral Agent in any and all of the property of Borrower, any other Credit Party and any other guarantors of the Indebtedness, in each case held as collateral security for the Indebtedness, shall be automatically and irrevocably released and terminated, including, without limitation, any liens and security interests evidenced by Uniform Commercial Code financing statements and fixture filings, real property mortgages and deeds of trust, whether recorded or unrecorded, and intellectual property security recordations in the United States Patent and Trademark Office or the United States Copyright Office.

Effective upon the receipt of the Payoff Amount and Deliveries, in accordance with the terms of this payoff letter: (i) Collateral Agent authorizes Borrower and its attorneys to file on behalf of Collateral Agent (at Borrower's sole cost and expense) (a) termination statements of Uniform Commercial Code financing statements and fixture filings, (b) releases of real property mortgages and deeds of trust and (c) releases of intellectual property security recordations in the United States Patent and Trademark Office and the United States Copyright Office, in each case, filed to perfect liens granted to Collateral Agent under the Loan Documents, (ii) Collateral Agent each agrees, upon the reasonable request of Borrower and at Borrower's sole cost and expense, to execute and deliver to Borrower such additional terminations, releases and satisfactions of Collateral Agent's liens on, and security interests in, Borrower's property and the property of any Credit Party or any other guarantor of the Indebtedness as are necessary to evidence the satisfaction of Borrower's obligations to Administrative Agent, Collateral Agent and the Lenders under the Loan Documents (other than with respect to the Contingent and Reimbursement Obligations) and the termination of the interests of Collateral Agent in all collateral held with respect thereto and (iii) Administrative Agent and Collateral Agent shall deliver promptly to, or arrange for the prompt delivery of, originally executed and notarized (if applicable) releases for each of the other liens, if any, granted to either of such Persons under the Loan Documents and any and all pledged collateral in the possession of either of such Persons pertaining to Borrower, any other Credit Party or any other guarantor of the Indebtedness (including, without limitation, any pledged stock certificates and intercompany notes) held as collateral security for the Indebtedness.



TRADEMARK
REEL: 003909 FRAME: 0187

Borrower and the other Credit Parties agree that, upon the receipt of the Payoff Amount and Deliveries by Administrative Agent, such Credit Parties release Administrative Agent, Collateral Agent and Lenders and their respective affiliates and subsidiaries and their respective officers, directors, employees, shareholders, agents and representatives as well as their respective successors and assigns from any and all claims, obligations, rights, causes of action, and liabilities, of whatever kind or nature, whether known or unknown, whether foreseen or unforeseen, arising on or before the date hereof, which the Borrower and any Credit Party ever had, now have or hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever, which are based upon, arise under or are related to the Loan Documents (excluding obligations of the Administrative Agent, Collateral Agent and Lenders under this payoff letter).

This payoff letter shall be governed by the internal laws of the State of New York without regard to conflicts of law principles that would require the application of the laws of a State other than the State of New York. No party hereto may assign its rights, duties or obligations under this payoff letter without the prior written consent of the other parties hereto. This payoff letter may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Any signature by a party to this payoff letter delivered by facsimile transmission or e-mail (in .pdf format) shall have the same force and effect as if the original thereof had been delivered. The undersigned parties have signed below to indicate their consent to be bound by the terms and conditions of this payoff letter.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]



TRADEMARK
REEL: 003909 FRAME: 0188

Very truly yours,

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

By:_____
Name: Tim Buening
Title: Assistant Vice President

ACKNOWLEDGED and AGREED
as of the date first above written:

Employbridge Holding Company;
Employment Solutions Management, Inc.;
Staffing Solutions Southeast, Inc.;
Staffing Solutions Southwest, Inc.;
Professional Drivers of Georgia, Inc.;
Personnel One, Inc.;
Staffing Solutions of Central Texas, Inc.;
Employbridge of Texas, Inc.;
Employbridge of Dallas, Inc.;
Professional Drivers of Nevada, Inc.; and
Staffing Solutions of Georgia, Inc.

By:_____
Name:_____
Title:_____

Very truly yours,

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

By:_____
Name:_____
Title:_____

ACKNOWLEDGED and AGREED
as of the date first above written:

Employbridge Holding Company;
Employment Solutions Management, Inc.;
Staffing Solutions Southeast, Inc.;
Staffing Solutions Southwest, Inc.;
Professional Drivers of Georgia, Inc.;
Personnel One, Inc.;
Staffing Solutions of Central Texas, Inc.;
Employbridge of Texas, Inc.;
Employbridge of Dallas, Inc.;
Professional Drivers of Nevada, Inc.; and
Staffing Solutions of Georgia, Inc.

By:_____
Name:_____
Title:_____



TRADEMARK
REEL: 003909 FRAME: 0190

Each of the undersigned hereby acknowledges and agrees to the foregoing payoff letter as of the date of such payoff letter:

COLLATERAL AGENT:

Wells Fargo Bank, National Association,
as Collateral Agent

By: _____
Name: Timothy P. Mowdy
Title: Vice President

LENDERS:

Bernard Global Loan Investors, Ltd.

By: _____
Name: _____
Title: _____

Each of the undersigned hereby acknowledges and agrees to the foregoing payoff letter as of the date of such payoff letter:

COLLATERAL AGENT:

Wells Fargo Bank, National Association,
as Collateral Agent

By:_____
Name:_____
Title:_____

LENDERS:

Bernard Global Loan Investors, Ltd.

By:_____
Name: Gin Sheng
Title: Director

Each of the undersigned hereby acknowledges and agrees to the foregoing payoff letter as of the date of such payoff letter:

LENDERS:

GoldenTree Capital Solutions Fund Financing

By: GoldenTree Asset Management, LP
Name:
Title: Jonathan Ezrow
Portfolio Manager

GoldenTree Capital Solutions Offshore Fund Financing

By: GoldenTree Asset Management, LP
Name:
Title: Jonathan Ezrow
Manager

GoldenTree High Yield Opportunities II, L.P.

By: GoldenTree Asset Management, LP
Name:
Title: Jonathan Ezrow
Portfolio Manager

GoldenTree Loan Opportunities I, Limited

By: GoldenTree Asset Management, LP
Name:
Title: Jonathan Ezrow
Portfolio Manager

GoldenTree Capital Opportunities, L.P.

By: GoldenTree Asset Management, LP
Name:
Title: Jonathan Ezrow
Portfolio Manager