

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		10/02/2006	a division of a Delaware Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Staffing Solutions Southeast, Inc.		
<b>Street Address:</b>	1040 Crown Pointe Pkwy		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30338		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2151346	MEDICALSOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)706-9000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3127017608		
<b>Email:</b>	sjones2@Mayerbrown.com		
<b>Correspondent Name:</b>	Sokya Jones		
<b>Address Line 1:</b>	71 S. Wacker Drive		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	06092055 ASSMUS		
<b>NAME OF SUBMITTER:</b>	Richard M. Assmus		
<b>Signature:</b>	/Richard M. Assmus/		

OP \$40.00 2151346

Date:

12/24/2008

**Total Attachments: 12**

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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. Tricoli

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 Agent, Administrative Agent, Sole Bookrunner and as Sole Lead Arranger, and the financial institutions party thereto as Lenders

Ladies and Gentlemen:

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 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 (i) contingent indemnification obligations and expense reimbursement obligations, in each case that expressly survive the termination of the Loan Documents (the "Contingent and Reimbursement Obligations") and (ii) reimbursement obligations of Borrower (collectively, the "LC Reimbursement Obligations") in respect of each of the standby letters of credit (and any Support Agreements relating to same) described on Schedule I hereto and made a part hereof (such letters of credit and Support Agreements, collectively, the "Continuing LCs"). If paid on the date hereof (the "Payoff Date"), the amount necessary to pay all of the Indebtedness is \$9,336,430.87 (the "Payoff Amount"), comprised of (i) \$9,204,943.06 in respect of principal, (ii) \$38,822.00 in respect of accrued interest and (iii) \$92,665.81 in respect of accrued fees and expenses. If the Payoff Amount is not received by Agent pursuant to the wire instructions set forth below before 2:00 p.m. (Chicago time) on the Payoff Date, the Indebtedness will increase by \$3,060.69 (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 Agent pursuant to the wire instructions set forth below before 5:00 p.m. (Chicago time) on the Payoff Date, then this payoff letter shall be null and void

and Agent shall issue a new payoff letter to Borrower updating the Payoff Amount and Per Diem Amount.

Upon receipt by Agent of (i) a fully executed counterpart of this payoff letter by Borrower and each other Credit Party, (ii) a backstop letter of credit in the form attached hereto as Exhibit A issued to Agent, as beneficiary, by Canadian Imperial Bank of Commerce, New York Agency in the face amount of \$13,601,781.00 (the "Backstop Letter of Credit"), to be held by Agent for purposes of reimbursement of draws under, satisfying other Letter of Credit Liabilities and LC Reimbursement Obligations in respect of, and securing all other liabilities, obligations and indebtedness relating to the Continuing LCs, and (iii) 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) through (iii) 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 LC Reimbursement Obligations) and the Indebtedness and all other obligations (other than the Contingent and Reimbursement Obligations and the LC 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 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. Agent agrees that satisfaction of clause (ii) of the Payoff Amount and Deliveries may be accomplished by Agent receiving a fax copy of the original issued Backstop Letter of Credit on the date hereof with an email confirmation from Canadian Imperial Bank of Commerce to deliver to Agent the original issued Backstop Letter of Credit on the next succeeding Business Day.

Effective upon the receipt of the Payoff Amount and Deliveries, in accordance with the terms of this payoff letter: (i) Agent authorizes Borrower and its attorneys to file on behalf of 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 Agent under the Loan Documents, (ii) Agent 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 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 Agent and the Lenders under the Loan Documents (other than with respect to the Contingent and Reimbursement Obligations and the LC Reimbursement Obligations) and the termination of the interests of Agent in all collateral held with respect thereto and (iii) 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 granted to Agent under the Loan Documents and any and all pledged collateral in the possession of Agent 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.

Borrower hereby acknowledges and agrees that Agent shall have the absolute right to draw on the Backstop Letter of Credit at any time to reimburse Agent for amounts paid by Agent in respect of all draws under the Continuing LCs, all Letter of Credit Liabilities and LC Reimbursement Obligations relating thereto and all other obligations, liabilities, indebtedness, fees or reasonable out-of-pocket costs and expenses incurred by Agent in respect of the Continuing LCs, whether now existing or incurred at any time the Continuing LCs are outstanding after the date hereof.

Borrower shall, within forty-five (45) days of the date of this payoff letter, cause all of the Continuing LCs to be returned to the Agent for cancellation (and if any such Continuing LC is not so returned to Agent for cancellation within such time period, Agent is hereby authorized not to renew, or permit the renewal, of the applicable Continuing LC upon the next scheduled expiry date thereof and shall be permitted to inform the beneficiary of such Continuing LC of same).

The Payoff 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 Agent and credited to the Borrower's account with Agent are good collected funds. In consideration of Agent and Lenders' release of liens and security interests as set forth in this payoff letter, the Credit Parties agree to indemnify and reimburse Agent for all losses and liabilities which Agent 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 incident thereto. The amount of any such losses or liabilities reimbursed hereunder shall be paid to Agent promptly by the Credit Parties upon Agent's demand therefor, and the amount of such demand shall be conclusive upon the Credit Parties in the absence of manifest error. All claims hereunder must be made within sixty (60) days of the date Agent receives all Payoff Amount and Deliveries.

Borrower and the other Credit Parties agree that, upon the receipt of the Payoff Amount and Deliveries by Agent, such Credit Parties release 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 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]

Very truly yours,

Merrill Lynch Capital, a division of Merrill Lynch  
Business Financial Services Inc.,  
as 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 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: \_\_\_\_\_



SCHEDULE I

LETTERS OF CREDIT

Standby Letter of Credit number 200866 issued by Merrill Lynch Bank USA in favor of American Casualty Co. on July 23, 2004 in the face amount of \$12,524,800.00 and expiring on June 24, 2007

Standby Letter of Credit number 200882 issued by Merrill Lynch Bank USA in favor of XL Specialty Insurance Co. on August 4, 2004 in the face amount of \$1,060,000.00 and expiring on June 24, 2007

EXHIBIT A

FORM OF BACKSTOP LETTER OF CREDIT

(see attached)

300 Madison Avenue, New York, NY 10017  
September xx, 2006

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SYN-2006-10042

Beneficiary

Merrill Lynch Capital, a division of  
Merrill Lynch Business Financial Services Inc.  
222 N. LaSalle Street, 16<sup>th</sup> Floor  
Chicago, Illinois 60601  
Attn: Pamela A. Greaney - Letter of Credit Specialist

Applicant

Employment Solutions Management, Inc.  
1040 Crown Pointe Parkway, Suite 1040  
Atlanta, GA 30338

Issuance Date: September xx, 2006

Expiry Date: July 10, 2007

We hereby establish our Irrevocable Standby Letter of Credit no. SYN-2006-10042 (the "Letter of Credit") in your favor, as Beneficiary, in an amount not to exceed in the aggregate \$13,601,781.00 (Thirteen Million Six Hundred One Thousand Seven Hundred Eighty One and 00/100 United States Dollars), as such amount may be reduced from time to time in accordance with the terms hereof (the "Stated Amount"). We irrevocably agree to honor your demands for payment which comply with the terms of this Letter of Credit.

This Letter of Credit is effective immediately and will expire on July 10, 2007. This Letter of Credit is issued to: (i) secure the obligations of Employment Solutions Management, Inc. (the "Applicant") in respect of the Letter(s) of Credit issued by you listed on Schedule I to this Letter of Credit (each a "Merrill Lynch Bank USA Letter of Credit") pursuant to that certain Credit Agreement dated as of July 26, 2004 among Employment Solutions Management, Inc., and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Agent, Administrative Agent, Sole Book Runner, Sole Lead Arranger and as a Lender, and the additional Lenders from time to time party thereto, (ii) reimburse you for any drawings from time to time pursuant to any of the Merrill Lynch Bank USA Letters of Credit and/or (iii) to pay you any accrued fees or expenses associated therewith.

Partial drawings are permitted.

Funds under this Letter of Credit will be made available to you against receipt by us of a certificate in the form of Annex A ("Drawing Certificate") attached hereto appropriately completed and in each case accompanied by your sight draft drawn on us marked "Drawn under Canadian Imperial Bank of Commerce Irrevocable Standby Letter of Credit No. SYN-2006-10042 dated September xx, 2006". Each draft and Drawing Certificate presented hereunder shall be presented to us at 300 Madison Avenue, 4<sup>th</sup> Floor, New York, NY 10017, Attention: Agency Services. Payment will be remitted as per your payment instructions on the next business day following our receipt of conforming documents.

It is a condition of this Letter of Credit that upon receipt by us of a Reduction Certificate in the form of Annex B attached hereto, appropriately completed and signed by one or more authorized officers of the Beneficiary, the Stated Amount shall be reduced by the amount set forth in such Reduction Certificate, effective with the date of its receipt by Canadian Imperial Bank of Commerce. The Reduction Certificate may be sent to us by facsimile to our facsimile number 212 856-3763, Attn: Agency Services without the need to confirm such facsimile in writing. The original of this Letter of Credit must be surrendered to Canadian Imperial Bank of Commerce at the above address with the final reduction certificate.

Except as otherwise provided herein, this Letter of Credit is subject to the International Standby Practices ("ISP98") International Chamber of Commerce Publication No. 590. As to matters not governed by ISP98, such matters shall be governed by and construed in accordance with laws of the State of Illinois.

We hereby agree with you that drawings made under and in compliance with the terms and conditions of this Letter of Credit will be duly honored if presented to us at our office as stated above, not later than 5:00 p.m. EST on or before the above stated Expiry Date. Drawings may also be presented by fax to Canadian Imperial Bank of Commerce, Attention: Agency Services, Fax # 212 856-3763. In the event of a fax presentation: (i) the presentation date shall be considered the date a complying fax presentation is received, and (ii) the documents required for drawing must be accompanied by a signed certification that the original drawing documents have been sent by overnight courier to our address as stated above and indicating the name of the courier and Air Waybill/tracking number of the package.

Sincerely,  
Canadian Imperial Bank of Commerce

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Authorized Signatory

**TRADEMARK**  
**REEL: 003909 FRAME: 0447**

300 Madison Avenue, New York, NY 10017  
September xx, 2006

Schedule I to Irrevocable Standby Letter of Credit No. SYN-2006-10042

Merrill Lynch Bank USA letters of credit

<u>L/C No</u>	<u>Amount</u>	<u>Beneficiary</u>	<u>Applicant</u>
200866	<b>12,524,800.00</b>	AMERICAN CASUALTY COMPANY OF READING PA AND/OR TRANSPORTATION INSURANCE COMPANY AND/OR CONTINENTAL CASUALTY COMPANY AND/OR CNA CLAIMPLUS, INC.	EMPLOYMENT SOLUTIONS MANAGEMENT, INC.
200882	<b>1,060,000.00</b>	XL SPECIALTY INSURANCE COMPANY GREENWICH INSURANCE COMPANY	EMPLOYMENT SOLUTIONS MANAGEMENT, INC.

**TRADEMARK**  
**REEL: 003909 FRAME: 0448**

300 Madison Avenue, New York, NY 10017  
September xx, 2006

Annex A to Irrevocable Standby Letter of Credit No. SYN-2006-10042

Drawing Certificate

To: Canadian Imperial Bank of Commerce  
300 Madison Avenue, 4<sup>th</sup> Floor  
New York, NY 10017  
Attn: Agency Services  
Fax #212 856-3763

RE: Irrevocable Letter of Credit No. SYN-2006-10042

Ladies and Gentlemen:

The undersigned, a duly authorized officer of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., hereby certifies to Canadian Imperial Bank of Commerce as follows:

1. We are making a drawing under your Letter of Credit with respect to the payment(s) we effected under the following Letter(s) of Credit listed on Schedule I to your Letter of Credit No. SYN-2006-10042 for which we have not been reimbursed.

OR

2. We are making a drawing under your Letter of Credit with respect to any accrued fees or expenses associated therewith under the following Letter(s) of Credit listed on Schedule I to your Letter of Credit No. SYN-2006-10042 for which we have not been reimbursed.

IN WITNESS WHEREOF, a duly authorized officer has executed and delivered this Certificate as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Merrill Lynch Capital,  
A division of Merrill Lynch Business Financial Services Inc.**

By: \_\_\_\_\_

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

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

**TRADEMARK  
REEL: 003909 FRAME: 0449**

300 Madison Avenue, New York, NY 10017  
September xx, 2006

Annex B to Irrevocable Standby Letter of Credit No. SYN-2006-10042

Reduction Certificate

To: Canadian Imperial Bank of Commerce  
300 Madison Avenue, 4<sup>th</sup> Floor  
New York, NY 10017  
Attn: Agency Services  
Fax #212 856-3763

RE: Irrevocable Letter of Credit No. SYN-2006-10042

Ladies and Gentlemen:

The undersigned duly authorized officer(s) of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. (the "Beneficiary") hereby certifies to Canadian Imperial Bank of Commerce with respect to the above referenced Letter of Credit in favor of the Beneficiary, that:

Canadian Imperial Bank of Commerce is hereby instructed and authorized to reduce the Stated Amount of its Letter of Credit No. SYN-2006-10042 by the amount of \$ \_\_\_\_\_ to a new amount of \$ \_\_\_\_\_.

IN WITNESS WHEREOF the Beneficiary has executed and delivered this certificate as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Merrill Lynch Capital,  
A division of Merrill Lynch Business Financial Services Inc.**

By: \_\_\_\_\_

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

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