

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 |
| Canadian Imperial Bank of Commerce, New York Agency | | 09/14/2009 | COMPANY: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Staffing Solutions Southwest, Inc. | | |
| Street Address: | 1040 Crown Pointe Parkway, Suite 1040 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30338 | | |
| Entity Type: | CORPORATION: GEORGIA | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2578757 | PROLOGISTIX | |
| Registration Number: | 2591862 | VALUE IN PARTNERING | |
| Registration Number: | 2001255 | | |
| Registration Number: | 2001252 | RESOURCEMFG | |
| Registration Number: | 1950471 | RESOURCEMFG | |
| Registration Number: | 1816089 | STAFFING SOLUTIONS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)881-4777 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 404-881-7000 | | |
| Email: | ann.jones@alston.com | | |
| Correspondent Name: | Scott Brown, Esq. | | |
| Address Line 1: | Alston & Bird LLP | | |
| Address Line 2: | 1201 West Peachtree Street | | |
| Address Line 4: | Atlanta, GEORGIA 30309-3424 | | |

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TRADEMARK

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| ATTORNEY DOCKET NUMBER: | 52828/376759 |
| NAME OF SUBMITTER: | Scott Brown |
| Signature: | /Scott Brown/ |
| Date: | 09/15/2009 |
| Total Attachments: 3 source=Southwest 221#page1.tif source=Southwest 221#page2.tif source=Southwest 221#page3.tif | |

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE is made as of September 14, 2009 by CANADIAN IMPERIAL BANK OF COMMERCE, NEW YORK AGENCY, as Administrative Agent for the Secured Parties ("*Secured Party*").

WITNESSETH:

WHEREAS, Secured Party and STAFFING SOLUTIONS SOUTHWEST, INC., a Georgia corporation ("*Company*"), were parties to that certain First Lien Trademark Security Agreement, dated as of October 2, 2006 (the "*First Lien Security Agreement*"), pursuant to which Company granted a security interest to Secured Party in, *inter alia* certain Trademark Collateral (as defined in the First Lien Security Agreement), including, without limitation, those trademarks set forth on Schedule 1 (the "*Trademarks*"), and the goodwill associated therewith, ; and

WHEREAS, Secured Party recorded a security interest in certain of those Trademarks with the Assignment Division of the United States Patent and Trademark Office on November 21, 2008 at Reel 3893, Frame 0221.

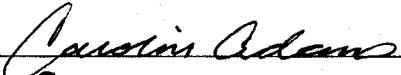
NOW THEREFORE, in consideration for the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in the Trademark Collateral originally granted to Secured Party pursuant to the First Lien Security Agreement.
2. Secured Party, to the extent granted in the First Lien Security Agreement, hereby assigns, grants and otherwise re-conveys to Company, without any representation, recourse or undertaking by Secured Party, all of its right, title and interest in and to the Trademark Collateral and all goodwill associated therewith originally granted to Secured Party pursuant to the First Lien Security Agreement.
3. Upon the request of Company, Secured Party further agrees to execute all documents necessary to demonstrate and confirm the parties' intent under this Release of Trademark Security Interest.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has caused this Release of Trademark Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

CANADIAN IMPERIAL BANK OF
COMMERCE, NEW YORK AGENCY

By: 
Name: **Caroline Adams**
Title: **Canadian Imperial Bank of Commerce
Authorized Signatory**

**Schedule I
to Trademark Security Agreement Release**

Staffing Solutions Southwest, Inc.

| Country | Trademark | Filing Date | Serial Number | Reg. | Reg. Number | Due Date | Registrant/Applicant |
|--------------------------|--|-------------|---------------|-------------|-------------|----------------------------|------------------------------------|
| United States of America | MISCELLANEOUS DESIGN (Staffing Solutions Triangle Design) | 11-Sep-1995 | 74/727,245 | 17-Sep-1996 | 2,001,255 | 17-Sep-2005 | Staffing Solutions Southwest, Inc. |
| United States of America | PROLOGISTIX | 03-Oct-2000 | 78/028,751 | 11-Jun-2002 | 2,578,757 | 11-Jun-2007 | Staffing Solutions Southwest, Inc. |
| United States of America | RESOURCEMFG | 04-Aug-1994 | 74/557,469 | 23-Jan-1996 | 1,950,471 | 23-Jan-2005 | Staffing Solutions Southwest, Inc. |
| United States of America | RESOURCEMFG & Design | 11-Sep-1995 | 74/727,237 | 17-Sep-1996 | 2,001,252 | 17-Sep-2005 | Staffing Solutions Southwest, Inc. |
| United States of America | STAFFING SOLUTIONS | 10-Sep-1990 | 74/095,017 | 11-Jan-1994 | 1,816,089 | 11-Jan-2013 | Staffing Solutions Southwest, Inc. |
| United States of America | TELESOURCE (Stylized) | 04-Aug-1984 | 74/557/467 | 28-May-1996 | 1,975,783 | Cancelled | Staffing Resources, Inc. |
| United States of America | VALUE IN PARTNERING | 10-Feb-1998 | 75/433,691 | 09-Jul-2002 | 2,591,862 | 09-Jul-2007 09-Jul-2007 | Staffing Solutions Southwest, Inc. |

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