

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
The Bank of New York Mellon		09/14/2009	CORPORATION: DELAWARE

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

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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 276#page1.tif source=Southwest 276#page2.tif source=Southwest 276#page3.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

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

WITNESSETH:

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

WHEREAS, CIBC 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 0276; and

WHEREAS, CIBC and Secured Party were parties to that certain Security Interest Assignment Agreement (Trademarks), dated as of January 26, 2009 (the "Assignment"), pursuant to which CIBC assigned all of its interest in the Trademark Collateral, including, without limitation the Trademarks to Secured Party, which Assignment was recorded with the Assignment Division of the United States Patent and Trademark Office on February 11, 2009 at Reel 3934, Frame 0078; and

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, without representation, warranty or recourse, its security interest in the Trademark Collateral originally granted to Secured Party pursuant to the Second Lien Security Agreement.
2. Secured Party, to the extent granted in the Second 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 Second Lien Security Agreement.
3. Upon the request of Company, Secured Party further agrees, at Company's sole cost and expense, 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.

THE BANK OF NEW YORK MELLON, as
Administrative Agent

By: 

Name:

Title: ***Melinda Valentine***
Vice President

**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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