

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:	Professional Drivers of Georgia, Inc.		
Street Address:	1040 Crown Pointe Parkway, Suite 1040		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30338		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2821668	PRODRIVERS ADVANTAGE	
Registration Number:	2821674	PRODRIVERS ADVANTAGE	
Registration Number:	2062248	PRODRIVERS	
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		
ATTORNEY DOCKET NUMBER:	52828/376759		
NAME OF SUBMITTER:	Scott Brown		

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**TRADEMARK
 REEL: 004061 FRAME: 0775**

Signature:	/Scott Brown/
Date:	09/15/2009
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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 PROFESSIONAL DRIVERS OF GEORGIA, 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 267; 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 0117; 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

TRADEMARK

REEL: 004061 FRAME: 0778

Schedule I
to Trademark Security Agreement Release

Professional Drivers of Georgia, Inc.

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Registrant/Applicant
United States of America	PRODRIVERS ¹	07-Nov-1995	75/015,713	13-May-1997	2,062,248	Professional Drivers of Georgia, Inc.
United States of America	PRODRIVERS ADVANTAGE	12-Sep-2002	76/449,333	09-Mar-2004	2,821,674	Professional Drivers of Georgia, Inc.
United States of America	PRODRIVERS ADVANTAGE & DESIGN	20-Aug-2002	76/441,726	09-Mar-2004	2,821,668	Professional Drivers of Georgia, Inc.
Canada	PRODRIVERS ADVANTAGE	25-June-2003	1,182,759	6-Jan-2005	TMA629,589	Professional Drivers of Georgia, Inc.

¹ (a) Professional Drivers of Georgia, Inc. owns a federal registration on the Principal Register for ProDrivers® Reg. No. 2,062,248. The Company is aware that there are third parties that have adopted and may be using corporate names or services marks which incorporate "ProDrivers." As ProDrivers opens in new territories, it has encountered at least one company who has priority for that mark in their local geography and for that reason, in the Elmhurst, Illinois market (Chicago area) and Wisconsin, we are utilizing the name Professional Drivers, Inc. We anticipate this issue and the same resolution to arise in connection with our expansion into Michigan. Additionally, Professional Drivers' use of the PRODRIVERS® mark has been the subject of two separate litigation cases arising from such use in Atlanta, Georgia and Houston, Texas, as summarized below.

- Pro-Driver Services, Inc. v. Staffing Resources, Inc.; Civil Action No. 98-A-1510-6; in the Superior Court of Gwinnett County, State of Georgia. On March 9, 1998, Pro Driver Services, Inc. ("PDS") filed suit against Staffing Resources, Inc., predecessor to Career Blazers Inc., predecessor to Immediant Corporation, for service mark infringement, deceptive trade practices, injury to business reputation and goodwill, and dilution, requesting damages, attorney's fees and costs, and an injunction. The parties reached a settlement, and PDS assigned any and all rights it had in its claimed "Pro-Drivers", "Pro-Driver Services" and "Pro Driver Services" service marks to the Company.
- Houston Pro Driver Leasing Company, Inc. v. Immediant Corporation f/k/a Career Blazers Inc. f/k/a Staffing Resources, Inc. and Professional Drivers, Inc.; Cause no. H-99-0579, in the United States district court, southern district of Texas, Houston Division. On February 24, 1999, Houston Pro Driver Leasing Company, Inc. ("HPDL") filed suit against Staffing Resources of Texas, Inc. ("SRTI"). Plaintiff HPDL later amended its complaint dismissing SRTI and including Immediant corporation f/k/a Career Blazers Inc. f/k/a Staffing Resources, Inc. (collectively "Staffing Resources") and Professional Drivers, Inc. as co-defendants. The parties reached a settlement on April 24, 2000 and the lawsuit was dismissed on May 11, 2000. Under a bill of sale and an assignment executed after the settlement, Plaintiff HPDL transferred all rights in its claimed "Pro Driver" mark and its rights to the www.prodriver2.com domain-name registration to Professional Drivers, Inc. HPDL further agreed to change its corporate and trade name.

(b) The Company has encountered issues where other staffing companies have used the name or a derivative of the name ProDrivers in areas where this brand currently operates or has recently expanded to operate. The Company holds the federal trademark. The Company analyzes whether it has the first usage in that geography; and further evaluates whether the name is used in a service likely to cause confusion with the services provided by ProDrivers before it pursues enforcement of the right to use the mark. If the Company believes it has priority rights, it will send a cease and desist letter and attempt to resolve the confusion by having the other company utilize a different name. In some instances with the recent territorial expansion of ProDrivers the Company has encountered local companies with first use in that geography and rather than litigate the right to use the name, the Company agrees to use a different name in that geography. For example, as ProDrivers opens in Illinois and Wisconsin operating under the name Professional Drivers, Inc.

Country	Trademark	Filing Date	Serial Number	Reg.	Reg. Number	Registrant/Applicant
Canada	PRODRIVERS ADVANTAGE & Design	25-June-2003	1,182,758	10-Jan-2005	TMA629,788	Professional Drivers of Georgia, Inc.