

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT															
<b>NATURE OF CONVEYANCE:</b>	Termination and release of security interest in trademark rights															
<b>CONVEYING PARTY DATA</b>																
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<b>CORRESPONDENCE DATA</b>																
<p>Fax Number: (212)735-2000  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 212-735-2031</p> <p>Email: tracy.gardner@skadden.com, smarquez@skadden.com</p> <p>Correspondent Name: Tracy C. Gardner</p> <p>Address Line 1: Four Times Square</p> <p>Address Line 2: Skadden, Arps, Slate, Meagher &amp; Flom LLP</p> <p>Address Line 4: New York, NEW YORK 10036-6522</p>																

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ATTORNEY DOCKET NUMBER:	012680/113
NAME OF SUBMITTER:	Tracy C. Gardner
Signature:	/Tracy C. Gardner/
Date:	01/14/2011
Total Attachments: 3 source=Termination Release of Trademarks_Abso_011111#page1.tif source=Termination Release of Trademarks_Abso_011111#page2.tif source=Termination Release of Trademarks_Abso_011111#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of January 11th, 2011 from Starbright Capital, LLC, a Delaware limited liability company as the original Lender under the Term Loan Facility Agreement dated as of July 30, 2007 ("Starbright") and CVC California, LLC, a Delaware limited liability company ("ComVest") (each, a "Secured Party"), as assignee Lender, to Abso, a California corporation (the "Borrower").

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Collateral Agreement and/or Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to the Collateral Agreement, dated as of July 30, 2007, made by the Grantors (as defined therein) in favor of Starbright (the "Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantors to Starbright in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Notice of Trademark Security Agreement dated as of July 30, 2007, executed by Borrower in favor of Starbright (the "Security Agreement"), by reference to the Collateral Agreement, Borrower confirmed the grant of the Security Interest to Starbright specifically in the Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on August 21, 2007 at Reel 3605 and Frame 0683 et. seq.;

WHEREAS, Starbright assigned the Collateral Agreement and the Security Agreement to ComVest, an entity under common control with Starbright, on October 20, 2009;

WHEREAS, Comvest and Borrower entered into a Note Payoff, Put Option Exercise and Warrant Assignment Agreement, dated as of December 20, 2009 ("Note Payoff Agreement"), pursuant to which Comvest agreed that, upon receipt of the Payoff Amount (as defined in the Note Payoff Agreement), and the Purchase Price (as defined in the Note Payoff Agreement), the Security Agreement shall terminate and be of no further force and effect and all liens, including the Security Interest, granted to or held by ComVest shall be deemed terminated, released and discharged; and

WHEREAS, Borrower delivered the Payoff Amount and the Purchase Price to Comvest and each Secured Party now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, each Secured Party hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Borrower's right, title and interest of every kind and nature as of the date hereof in all of the Borrower's Trademarks including those set forth on Schedule I hereto. The term "Trademarks" shall have the meaning provided by reference in the Collateral Agreement.

2. Release of Security Interest. Each Secured Party hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of such Secured Party in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. Each Secured Party hereby agrees, upon request by and at the expense of Borrower, to duly execute, acknowledge and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

4. Governing Law. This Termination and Release shall be governed by, construed, interpreted and enforced in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release by their duly authorized officers as of the date first above written.

Starbright Capital, LLC

By: 

Name: Gary E. Jaggard

Title: Authorized Signatory

CVC California, LLC

By: 

Name: Gary E. Jaggard

Title: Authorized Signatory

**Schedule I**

Applications

Serial No.	Application Date	Mark
76/500043	March 8, 2005	AbsoluteHire: graphic
76/500037	August 17, 2004	Absolute Backgrounds: word mark
76/500018	January 13, 2004	AbsoluteHire: word mark

Registrations

Mark	Country	Registration / Application Status	Registration / Application No.
ABSO	U.S.	Registered	Reg. No. 3,429,429