

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Wells Fargo Foothill, Inc.

- Individual(s)
- General Partnership
- Corporation- State: California
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 04/02/2012

- Assignment
- Security Agreement
- Other Release
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Transport Labor Contract/Leasing, Inc.

Internal Address: _____

Street Address: 6160 Summit Drive N. Suite 500

City: Brooklyn Center

State: MN

Country: USA Zip: 55430

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship North Dakota

Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
3292136; 3186448; 3347391; 2823291; 2877594; 2877595; 3165312; 1407925

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Glenda M Lipp

Internal Address: Fabyanske Law Firm

Street Address: 800 LaSalle Avenue, Suite 1900

City: Minneapolis

State: MN Zip: 55402

Phone Number: 612-359-7645

Fax Number: 612-359-7602

Email Address: glipp@fwhtlaw.com

6. Total number of applications and registrations involved: -8-

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 215.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

4-4-2012
Date

Glenda M. Lipp

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: -6-

Documents to be recorded (Including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004746 FRAME: 0513

OP \$215.00 3292136

Attachment to Form PTO-1594

2. Additional Names, Addresses of Receiving Party

Payroll Plus Corporation
6160 Summit Drive N., Suite 500
Brooklyn Center, MN USA 55430

Corporation
Citizenship: Delaware

RELEASE OF TRADEMARK SECURITY AGREEMENT

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of April 19, 2007 (the "Trademark Security Agreement"), recorded in the United States Patent and Trademark Office at Reel 003528, Frame 0885 on April 25, 2007, TRANSPORT LABOR CONTRACT/LEASING, INC., a North Dakota corporation and PAYROLL PLUS CORPORATION, a Delaware corporation (together, "Releasees"), granted to WELLS FARGO CAPITAL FINANCE, INC. (formerly Wells Fargo Foothill, Inc.), a Delaware limited liability company ("Releasor"), as agent for the benefit of the Lender Group, to secure the Secured Obligations, a continuing first priority security interest in all right, title and interest of Releasees in, to and under the following property, whether then-existing or thereafter created or acquired (collectively, the "Trademark Collateral"): (a) all of its Trademarks and rights in and to the Trademark Intellectual Property Licenses to which it is a party, including those referred to on Schedule I hereto; (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles (as defined in the UCC) with respect to the foregoing; (c) all reissues, continuations, extensions, modifications or renewals of the foregoing; (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and (e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

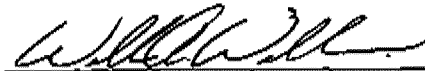
WHEREAS, Releasees have requested and Releasor has agreed to provide this Release of Trademark Security Agreement to confirm the release, relinquishment and discharge of its continuing first priority security interest in the Trademark Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement.
2. Release of Security Interest. Releasor hereby, without any representation and warranty, releases, relinquishes and discharges all liens and security interests in the Trademark Collateral and assigns, transfers and conveys all right, title, and interest that they may hold in such Trademark Collateral.

IN WITNESS WHEREOF, Releasor has caused this Release of Trademark Security Agreement to be duly executed as of April 2, 2012.

WELLS FARGO CAPITAL FINANCE, INC., as Agent

By: 
Name: William A. Williams
Title: Vice President

RELEASE OF
TRADEMARK SECURITY
AGREEMENT

TRADEMARK
REEL: 004746 FRAME: 0516

SCHEDULE I**Trademark Registrations/Applications**

Releasees	Country	Mark	Application/ Registration No.	Application/ Registration Date
Transport Labor Contract/Leasing, Inc.	United States	Behind the Scenes @ TLC	3,292,136	3/22/2006
Transport Labor Contract/Leasing, Inc.	United States	The TLC Companies & Design	3,186,448	12/19/2006
Transport Labor Contract/Leasing, Inc.	United States	The TLC Companies	3,347,391	3/15/2007
Transport Labor Contract/Leasing, Inc.	United States	TLC HR Connect	2,823,291	3/16/2004
Transport Labor Contract/Leasing, Inc.	United States	Top Dog	2,877,594	8/24/2004
Transport Labor Contract/Leasing, Inc.	United States	Total Logo Creations	2,877,595	8/24/2004
Transport Labor Contract/Leasing, Inc.	United States	ValuScreen	3,165,312	10/31/2006
Payroll Plus Corporation	United States	Payroll Plus	1,407,925	9/2/1986

Trade Names

The TLC Companies & Design