

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		04/05/2012	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	The MHA Group, Inc.		
Street Address:	5001 Statesman Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3025275	THE MHA GROUP	
Registration Number:	2941363	STAFF CARE	
Registration Number:	2934515	MERRITT HAWKINS	
CORRESPONDENCE DATA			
Fax Number:	9194168328		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	410643-23 JES		

OP \$90.00 3025275

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	05/01/2012
<b>Total Attachments: 3</b> source=Termination TM - 3208 0536#page1.tif source=Termination TM - 3208 0536#page2.tif source=Termination TM - 3208 0536#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 5, 2012 ("Release"), is made by **BANK OF AMERICA, N.A.**, as Administrative Agent (the "Administrative Agent") in favor of **THE MHA GROUP, INC.**, a Texas corporation (the "Grantor").

**WHEREAS**, pursuant to that certain Second Amended and Restated Security Agreement dated as of November 2, 2005 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

**WHEREAS**, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Administrative Agent, for the ratable benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of November 2, 2005 ("Notice"); and

**WHEREAS**, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on December 12, 2005 at Reel 3208 Frame 0536.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Administrative Agent, on behalf of the holders of the Secured Obligations, and Grantor (the "parties") agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the holders of the Secured Obligations, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO.

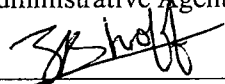
**IN WITNESS WHEREOF**, the Administrative Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A.

as Administrative Agent

By: \_\_\_\_\_



Name: Zubin R. Shroff

Title: Director

Schedule A

**U.S. Trademarks Subject to Security Interest  
Granted by The MHA Group, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded December 12, 2005 at Reel 3208 Frame 0536**

**Registered Marks**

Mark	Registration No.	Registration Date
THE MHA GROUP	3025275	12/13/05
STAFF CARE	2941363	04/19/05
MERRITT HAWKINS	2934515	03/22/05