

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/20/2012	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Strategic HR Services, Inc.		
Street Address:	701 B Street, 6th Floor		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92101		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2770646	STRATEGIC HR SERVICES	
Registration Number:	2541863	STRATEGIC ENGINEERING GROUP	
Registration Number:	2440253	REAL ESTATE TEMPS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	daniel.cote@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
Signature:	/daniel cote thomsonreuters/		

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TRADEMARK
 REEL: 004927 FRAME: 0287

OP \$90.00 2770646

Date:

12/21/2012

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS this “Release”) is made as of December 20, 2012 and granted by JPMorgan Chase Bank, N.A., in its capacity as administrative agent (in such capacity, the “Agent”) pursuant to the Grant of First Lien Security Interest in Trademark Rights dated as of January 26, 2006, between Strategic HR Services, Inc. (the “Pledgor”) and the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Capitalized terms used but not otherwise defined herein have the meanings set forth in the Security Agreement.

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Pledgor pledged and granted to the Agent a continuing first lien security interest in, and a right of setoff against, and agreed to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand (the “Security Interest”), all of the Pledgor’s right, title and interest in, to and under the Trademarks including those set forth on Schedule I hereto, all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (collectively, the “Trademark Collateral”);

WHEREAS the Security Agreement has been recorded with the Assignment Division of the U.S. Patent and Trademark Office on February 6, 2006 at Reel 3241 and Frame 0050;

WHEREAS, the Agent acknowledges full performance of the Obligations under the Security Agreement and accordingly has agreed to release its Security Interest in the Trademark Collateral, and all Goodwill associated with such Trademarks and all Proceeds relating thereto, set forth in Schedule I hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby terminates, cancels, re-pledges, reassigns and releases to the Pledgor any and all goodwill, rights, title, interest, liens and security interests it has against the Trademark Collateral, including, but not limited to, the Security Interest in the Trademark Collateral, without warranty or recourse.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademark Collateral, it hereby assigns and transfers such rights, title or interest to the Pledgor, including, but not limited to, any and all rights to sue for and collect damages for past infringements.

The Agent hereby authorizes the Pledgor, or the Pledgor’s authorized representatives to: (a) record this Release with the USPTO and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Trademark Collateral.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK, N.A.,
as Agent

By: Kristen M. Murphy
Name: Kristen M. Murphy
Title: Vice President

[Signature Page to Trademark Release]

TRADEMARK
REEL: 004927 FRAME: 0291

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Strategic HR Services, Inc.	2770646	STRATEGIC HR SERVICES
Strategic HR Services, Inc.	2541863	STRATEGIC ENGINEERING GROUP
Strategic HR Services, Inc.	2440253	REAL ESTATE TEMPS

Trademark Applications:

None.