

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
PNC Bank, National Association, as Agent		09/11/2013	Association:

RECEIVING PARTY DATA

Name:	Seaton, LLC
Street Address:	860 W. Evergreen Ave.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60642
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

Name:	Peoplescout, Inc.
Street Address:	860 W. Evergreen Ave.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60642
Entity Type:	CORPORATION: DELAWARE

Name:	SMX, LLC
Street Address:	860 W. Evergreen Ave.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60642
Entity Type:	LIMITED LIABILITY COMPANY: ILLINOIS

Name:	Seaton Corp. Puerto Rico, Inc.
Street Address:	860 W. Evergreen Ave.
City:	Chicago
State/Country:	ILLINOIS

OP \$340.00 3188845

Postal Code:	60642
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3188845	SEATONCORP
Registration Number:	3173115	STAFF SMX
Registration Number:	3100104	STAFF ALLIANCE
Registration Number:	3100103	STAFF FLEX
Registration Number:	3042972	STAFF SITE
Registration Number:	3154479	STAFF LINK
Registration Number:	2893778	STAFF NAVIGATOR
Registration Number:	2897871	PEOPLESCOUT
Registration Number:	2601306	RISKWISE
Registration Number:	2522924	PEOPLESCOUT
Registration Number:	1835629	STAFFTRACK
Registration Number:	3420693	STUDENTSCOUT
Serial Number:	75439795	TIMETOUCH

CORRESPONDENCE DATA

Fax Number: 2123553333
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 2124597136
 Email: tbennett@goodwinprocter.com
 Correspondent Name: Tracey D. Bennett
 Address Line 1: c/o Goodwin Procter LLP
 Address Line 2: 620 Eighth Ave.
 Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	128162.222970
NAME OF SUBMITTER:	Tracey D. Bennett
Signature:	/s/Tracey D. Bennett
Date:	09/11/2013

Total Attachments: 4
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TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release") is made September 11, 2013 (the "Release Date") by PNC Bank, National Association ("Secured Party"), in its capacity as agent under the Loan Agreement described below, for the benefit of Seaton, LLC (formerly known as Seaton Corp.), an Illinois limited liability company ("Seaton"), Peoplescout, Inc., a Delaware corporation ("Peoplescout"), SMX, LLC (formerly known as SMX Corp.), an Illinois limited liability company ("SMX") and Seaton Corp. Puerto Rico, Inc., a Delaware corporation ("Seaton PR" and together with Seaton, Peoplescout and SMX, collectively, the "Grantors").

WHEREAS, the Grantors and certain affiliates of the Grantors entered into that certain Revolving Credit, Term Loan and Security Agreement, dated as of September 14, 2006, with the lenders party thereto (the "Lenders") and Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Loan Agreement");

WHEREAS, the Grantors entered into a Trademark Security Agreement, dated as of September 14, 2006, with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "Trademark Security Agreement"), pursuant to which the Grantors granted to the Secured Party, for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of the Grantors' right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the marks listed on Exhibit A.

WHEREAS, Secured Party has filed with the USPTO a notice of security interest in the Trademark Collateral, which was recorded September 28, 2006 on Reel 3398 and Frame 0751-0759;

WHEREAS, the Grantors have requested that the Secured Party release its security interest in the Trademark Collateral, including the marks set forth in Exhibit A; and

WHEREAS, the Secured Party desires to release its security interest in the Trademark Collateral, including the marks set forth in Exhibit A.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Trademark Collateral granted by the Grantors under the Trademark Security Agreement.
2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Grantors with the USPTO.

3. Authority. The Secured Party represents and warrants that it has the power and authority to execute and deliver this Release.

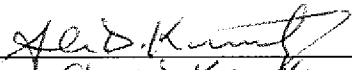
4. Further Actions. Secured Party further agrees to execute any other documents in form and substance reasonably satisfactory to Secured Party and take any further action reasonably necessary in any state, country or jurisdiction that the Grantors may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Grantors and the cost and expense of such documents and actions shall be borne solely by the Grantors.

5. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement and/or the Trademark Security Agreement, as applicable.

[Signature pages follow]

IN WITNESS WHEREOF, Secured Party has caused this Release to be executed by its duly authorized officer as of the Release Date.

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: 
Name: Glenn D. Kreutzler
Title: Vice President

[Signature Page to Termination and Release of Trademarks]

EXHIBIT A

Trademark Collateral

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>
USA	SEATONCORP	3188845	12/26/06	Registered
USA	STAFF SMX	3173115	11/21/06	Registered
USA	STAFF ALLIANCE	3100104	6/6/06	Registered
USA	STAFF FLEX	3100103	6/6/06	Registered
USA	STAFF SITE	3042972	1/10/06	Registered
USA	STAFF LINK	3154479	10/10/06	Registered
USA	STAFF NAVIGATOR	2893778	10/12/04	Registered
USA	PEOPLESCOUT	2897871	10/26/04	Registered
USA	RISKWISE	2601306	7/30/02	Registered
USA	PEOPLESCOUT	2522924	12/25/01	Registered
USA	STAFFTRACK	1835629	5/10/94	Registered
USA	STUDENTSCOUT	3420693	4/29/08	Registered
USA	TIMETOUCH	75-439795 (Serial No.)	N/A	Abandoned