

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306049

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Caltius Partners III, LP, as Agent		06/05/2009	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	DHR Operations, LLC
Street Address:	3020 East Camelback Road
Internal Address:	Suite 213
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2527443	DHR
Registration Number:	2502655	WE TAKE CARE OF THE DETAILS, YOU TAKE CA
Registration Number:	2527463	DHR
Registration Number:	2527464	DHR
Registration Number:	2652216	DHR DIVERSIFIED HUMAN RESOURCES
Registration Number:	2527442	DHR
Registration Number:	2791667	PFSP
Registration Number:	2428932	WE TAKE CARE OF THE DETAILS, YOU TAKE CA

CORRESPONDENCE DATA

Fax Number: 3035923140

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 303.592.3128

Email: genevieve.volonino@bartlit-beck.com

Correspondent Name: Genevieve Volonino

Address Line 1: Bartlit Beck et al., 1899 Wynkoop Street

Address Line 2: 8th Floor

Address Line 4: Denver, COLORADO 80202

OP \$215.00 2527443

ATTORNEY DOCKET NUMBER:	751.004
NAME OF SUBMITTER:	Alisa Frederick
SIGNATURE:	/Alisa Frederick/
DATE SIGNED:	05/30/2014
Total Attachments: 4 source=DHR - Release of Trademark Security Interest#page1.tif source=DHR - Release of Trademark Security Interest#page2.tif source=DHR - Release of Trademark Security Interest#page3.tif source=DHR - Release of Trademark Security Interest#page4.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “**Release**”), is made and effective as of May 29, 2014 and granted by CALTIUS PARTNERS III, LP (the “**CP III**”), a Delaware limited partnership, in its capacity as agent for the lenders (the “**Lenders**”) under the Investment Agreement referred to below (together with its successors and assigns, the “**Secured Party**”), in favor of DHR OPERATIONS, LLC, a Delaware limited liability company (the “**Grantor**”).

WHEREAS, Grantor, DHR Insurance Services, LLC, a Delaware limited liability company (“**DHR Insurance**”) and DHR Services Holdings, LLC, a Delaware limited liability company (together with DHR Insurance, the “**Other Grantors**”) entered into an Amended and Restated Investment Agreement dated as of June 5, 2009 (as thereafter amended, the “**Investment Agreement**”), with the Secured Party and the Lenders;

WHEREAS, in connection with the Investment Agreement, the Grantor executed and delivered to the Secured Party (i) that certain Security Agreement dated as of June 5, 2009 (as thereafter amended, the “**Master Security Agreement**”), made by and among the Grantor, the Other Grantors and the Secured Party and (ii) that certain Trademark Security Agreement, dated as of June 5, 2009, made between the Grantor and the Secured Party (the “**Trademark Security Agreement**” and, together with the Master Security Agreement, the “**Security Agreements**”);

WHEREAS, pursuant to the Security Agreements, the Grantor pledged and granted to the Secured Party for the ratable benefit of the Lenders a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at 004019/Frame 0575 on July 9, 2009; and

WHEREAS, the Grantor has requested that the Secured Party enter into this Release in order to accomplish and evidence the release and reassignment of any and all right, title and interest the Secured Party and the Lenders may have in the Trademark Collateral pursuant to the Security Agreements.

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

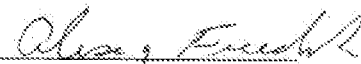
1. Defined Terms. Unless otherwise defined herein, terms defined in the Master Security Agreement and used herein have the meanings given to them in the Master Security Agreement.
2. Release of Security Interest. The Secured Party, on behalf of itself and the Lenders, hereby terminates, releases and discharges its security interest in and to the Trademark Collateral, including the Trademarks listed in Schedule 1, and all other right, title, and interest in and to the Trademark Collateral and reassigns to the Grantor any and all such right, title and interest that it may have in the Trademark Collateral.
3. Further Assurances. The Secured Party agrees to execute, acknowledge, procure and deliver to the Grantor, at the Grantor's expense, any and all further documents or instruments and do any and all further acts which the Grantor (or its agents, designees or assignees) reasonably requests in order to confirm, effectuate or record this Release and the Grantor's (or its assignee's) right, title and interest in and to the Trademark Collateral.
4. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CALTIUS PARTNERS III, LP
as Secured Party

By: CP III, LP, its general partner

By: 
Name: Alisa Frederick
Title: Managing Director

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registration No.	Registration Date
LOGO (DHR)	2,527,443	1/8/2002
We Take Care of the Details You Take Care of Business (Class 35)	2,502,655	10/30/2001
DHR (Class 36)	2,527,463	1/8/2002
DHR (Class 35)	2,527,464	1/8/2002
DHR Diversified Human Resources & Design	2,652,216	11/19/2002
DHR (Class 35)	2,527,442	1/8/2002
PFSP	2,791,667	12/9/2003
We Take Care of the Details You Take Care of Business (Class 36)	2,428,932	2/13/2001