

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343661

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks (First Lien) (Releases RF 5309/0063)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOCIÉTÉ GÉNÉRALE, AS COLLATERAL AGENT		06/05/2015	Bank: FRANCE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CREATIVE CIRCLE, LLC		
<b>Street Address:</b>	5750 Wilshire Boulevard		
<b>City:</b>	Los Angeles		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90036		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2941387	CREATIVE CIRCLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7147558290		
<i>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.</i>			
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	042662-0016		
<b>NAME OF SUBMITTER:</b>	Anna T Kwan		
<b>SIGNATURE:</b>	/atk/		
<b>DATE SIGNED:</b>	06/05/2015		
<b>Total Attachments: 4</b>			
source=Creative Circle - First Lien Trademark Release (Executed)#page1.tif			
source=Creative Circle - First Lien Trademark Release (Executed)#page2.tif			
source=Creative Circle - First Lien Trademark Release (Executed)#page3.tif			

OP \$40.00 2941387



TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS (FIRST LIEN)

TERMINATION AND RELEASE (FIRST LIEN) (this "Termination and Release"), dated as of June 5, 2015, from Société Générale as collateral agent (the "First Lien Agent") for the Secured Parties (as defined in the First Lien Pledge and Security Agreement referred to below), to Creative Circle, LLC, a Delaware limited liability company having a principal place of business at 5750 Wilshire Boulevard, Los Angeles, CA 90036 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the First Lien Credit Agreement, dated as of June 25, 2014, among the First Lien Agent, the Grantor, MSCP V CC Midco, LLC and the financial institutions from time to time party thereto as lenders (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement") and the First Lien Security Agreements (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of June 25, 2014 (the "First Lien Trademark Security Agreement") and pursuant to that certain First Lien Pledge and Security Agreement, dated as of June 25, 2014 (the "First Lien Pledge and Security Agreement" and, together with the First Lien Trademark Security Agreement, the "First Lien Security Agreements"), made by the Grantor in favor of the First Lien Agent, a security interest (the "Security Interest") was granted by the Grantor to the First Lien Agent in certain Intellectual Property Collateral (as hereinafter defined); and

WHEREAS, the First Lien Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 25, 2014, at Reel 5309, Frame 0063; and

WHEREAS, the First Lien Agent now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Intellectual Property Collateral pursuant to the First Lien Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the First Lien Agent hereby states as follows:

1. Intellectual Property Collateral. The term "Intellectual Property Collateral," as used herein, shall mean Grantor's right, title and interest in, to and under all of the following property (other than the Excluded Property, as defined in the First Lien Pledge and Security Agreement):

(a) all United States Trademarks (including the United States Trademark set forth on Schedule I hereto) and United States Trademark Licenses to which it is a party;

(b) all goodwill of the business connected with the use of, and symbolized by, each United States Trademark and each United States Trademark License;

(c) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any United States Trademark or United States Trademark licensed under any United States Trademark License or (ii) injury to the goodwill associated with any United States Trademark or any United States Trademark licensed under any United States Trademark License.

2. Release of Security Interest. The First Lien Agent hereby terminates, releases and discharges its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the First Lien Agent in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances. The First Lien Agent shall execute and deliver to such Grantor, at such Grantor's expense, all releases, instruments or other documents (including without limitation UCC termination statements), and do or cause to be done all other acts, that the Grantors may reasonably request to evidence the release of such item of Collateral from the assignment and Security Interest granted hereby.

4. Governing Law. This Termination and Release and the rights and obligations of the parties hereunder are governed by, and will be construed and enforced in accordance with the internal laws of the State of New York.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

**SOCIÉTÉ GÉNÉRALE,**  
as First Lien Agent

By:   
Name: **Elaine Khalil**  
Title: **Managing Director**

SCHEDULE I

Trademark Registrations

<u>GRANTOR</u>	<u>MARK</u>	<u>REG. NO. OR APP. NO.</u>	<u>REG. DATE</u>
Creative Circle, LLC	CREATIVE CIRCLE	2,941,387	April 19, 2005

D/b/a used by Creative Circle, LLC: Creative Circle Staffing, LLC (filed with Florida Secretary of State).