

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks (Second Lien) (Releases RF 5309/0081)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOCIÉTÉ GÉNÉRALE, AS COLLATERAL AGENT		06/05/2015	Bank: FRANCE
RECEIVING PARTY DATA			
Name:	CREATIVE CIRCLE, LLC		
Street Address:	5750 Wilshire Boulevard		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2941387	CREATIVE CIRCLE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	042662-0016		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	06/05/2015		
Total Attachments: 4			
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OP \$40.00 2941387

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

TERMINATION AND RELEASE (SECOND LIEN) (this "Termination and Release"), dated as of June 5, 2015, from Société Générale as collateral agent (the "Second Lien Agent") for the Secured Parties (as defined in the Second 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 Second Lien Credit Agreement, dated as of June 25, 2014, among the Second 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 "Second Lien Credit Agreement") and the Second Lien Security Agreements (as hereinafter defined).

WITNESSETH:

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

WHEREAS, the Second 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 0081; and

WHEREAS, the Second 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 Second Lien Security Agreements, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Second 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 Second 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 Second Lien Agent hereby terminates, releases and discharges its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Second Lien Agent in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances. The Second 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.

* * *

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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 Second Lien Agent

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

[Signature Page to Second Lien Trademark Release]

TRADEMARK
REEL: 005546 FRAME: 0674

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).