

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Second Lien Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilmington Trust Comapny		08/31/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Strategic HR Services, Inc.		
Street Address:	275 McCormick Ave		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2770646	STRATEGIC HR SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2129096836		
<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:	212-909-6000		
Email:	trademarks@debevoise.com		
Correspondent Name:	Mathew M. Delja, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	Debevoise & Plimpton LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	20886-1037		
NAME OF SUBMITTER:	Matthew M. Delja		
SIGNATURE:	/Matthew M. Delja/		
DATE SIGNED:	09/01/2015		
Total Attachments: 3			
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**TERMINATION AND RELEASE OF
SECOND LIEN SECURITY INTEREST IN TRADEMARKS**

This Termination and Release of Second Lien Security Interest in Trademarks (the "Release") is executed as of August 31, 2015, by WILMINGTON TRUST COMPANY, as Collateral Agent for the several banks and other financial institutions (the "Lenders") under the Second Lien Credit Agreement referred to below (in such capacity, the "Collateral Agent"), in favor of Strategic HR Services, Inc. ("Grantor"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Second Lien Credit Agreement, the Guarantee and Collateral Agreement, and the Trademark Security Agreement referred to below.

WHEREAS, the Grantor and certain other subsidiaries of the Borrower entered into that certain Second Lien Credit Agreement dated as of November 30, 2005 (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among Alliant Holdings II, Inc., the Collateral Agent and the other parties thereto and that certain Guarantee and Collateral Agreement, dated as of November 30, 2005 and supplemented on October 16, 2006, in favor of the Collateral Agent (together with all amendments and modifications, if any, from time to time made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor and the Collateral Agent executed a Trademark Security Agreement dated as of January 26, 2006 (the "Trademark Security Agreement") pursuant to which the Grantor granted to the Collateral Agent for the benefit of the Agent and the Lenders a continuing second lien security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks, including those items listed on Exhibit A hereto (the "Security Interest");

WHEREAS the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 27, 2006 at Reel 3254, Frame 0713; and

WHEREAS the Collateral Agent has agreed to terminate and release its Security Interest as herein provided.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which the parties acknowledge, the Collateral Agent hereby releases, terminates and discharges the Security Interest granted under the Trademark Security Agreement, and any right, title or interest of the Collateral Agent in such Security Interest shall hereby terminate, cease and become void. The Collateral Agent hereby consents to the recording of this Release with the United States Patent and Trademark Office and agrees to duly execute and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed as of the date first written above.

WILMINGTON TRUST COMPANY, as
Collateral Agent

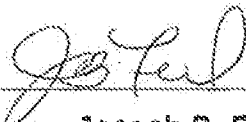
By: 
Name: _____
Title: Joseph B. Fell
Vice President

EXHIBIT A

	Trademark	Reg. No.	Appl. No.	Owner
I	STRATEGIC HR SERVICES	2,770,646	76153041	Strategic HR Services, Inc.