

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

10/23/2015
 900341878

ETAS ID: TM359712

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Prudential Insurance Company of America		10/21/2015	NON-PROFIT CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Talent Acquisitions, LLC
Street Address:	10600 Virginia Ave.
City:	Culver City
State/Country:	CALIFORNIA
Postal Code:	90232
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	85224747	CAPS PAY

CORRESPONDENCE DATA

Fax Number: 2127557306
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: 212.326.3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Beth D. Vogel
Address Line 1: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	739326-710042
NAME OF SUBMITTER:	Beth D. Vogel
SIGNATURE:	/Beth D. Vogel/
DATE SIGNED:	10/23/2015

Total Attachments: 3

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY ("Release") is given as of October 21, 2015 to TALENT ACQUISITIONS, LLC, a Delaware limited liability company (the "Grantor"), by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in its capacity as collateral agent (in such capacity, the "Collateral Agent"), with respect to each of the trademarks, patents and copyrights identified on Exhibit A to this Release (the "Released IP").

WHEREAS, pursuant to that certain Senior Secured Note Purchase Agreement, dated as of May 1, 2011 (the "Note Agreement"), among Grantor, Talent Holdings, LLC, the Collateral Agent, and the Purchasers (as defined therein), the Grantor executed and delivered that certain Security Agreement, dated as of May 1, 2011 (the "Security Agreement"; terms used herein and not otherwise defined shall have the meaning assigned thereto therein), pursuant to which the Grantor granted to Collateral Agent a security interest in the Released IP and the Grantor signed that certain Notice of Grant of Security Interest in Intellectual Property, which was recorded in the United States Patent and Trademark Office on May 3, 2011 at Reel/Frame No. 004533/0227; and

WHEREAS, Collateral Agent desires to release its security interest in and liens upon the Released IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Collateral Agent hereby states as follows:

1. Release. Collateral Agent, on behalf of itself and the other Secured Parties hereby (i) terminates, releases, and discharges its lien on and security interest in the Released IP, (ii) waives and relinquishes all its rights, powers, privileges and remedies with respect to the Released IP and (iii) reassigns, grants, and conveys to the Grantor any and all right, title and interest it has in the Released IP.



2. Recordation of Trademark Release. This Release has been executed and delivered by the Collateral Agent for the purpose of recording with the United States Patent and Trademark Office.

3. Governing Law. This Release shall be construed and enforced in accordance with the laws of the State of New York without giving effect to any conflict of law principles that would permit the application of the laws of a jurisdiction other than such State.

[Signature Page Follows]

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

THE PRUDENTIAL INSURANCE COMPANY OF
AMERICA,
as Collateral Agent

By:  
Name: _____
Title: Dea.endant

IP Release

EXHIBIT A

Released IP

TALENT ACQUISITIONS, LLC

Trademarks:

Trademark Applications

Description	Jurisdiction	Application Number
Application – CAPS PAY	United States	App. No. 85224747

Patents: None

Copyrights: None