

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482290

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Agent		07/13/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Staff Management Solutions, LLC (f/k/a Seaton, LLC)		
Street Address:	1015 A Street		
City:	Tacoma		
State/Country:	WASHINGTON		
Postal Code:	98402		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3420693	STUDENTSCOUT	
Registration Number:	2601306	RISKWISE	
Registration Number:	1835629	STAFFTRACK	
Registration Number:	2897871	PEOPLESCOUT	
Registration Number:	2522924	PEOPLESCOUT	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	9192868000		
Email:	PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 Carrington Mill Blvd., Suite 400		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	327000.027829		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	07/17/2018		

OP \$140.00 3420693

Total Attachments: 3

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source=(2018) Term and Release of SI in TMs (0659) - BoA to Staff Management Solutions, LLC#page2.tif

source=(2018) Term and Release of SI in TMs (0659) - BoA to Staff Management Solutions, LLC#page3.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 13, 2018 (“Release”), is made by Bank of America, N.A., as Agent (“Agent”), in favor of Staff Management Solutions, LLC (f/k/a Seaton, LLC), an Illinois limited liability company (“Grantor”).

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of September 30, 2011 (“Security Agreement”) by and among the Grantor, Agent, and others party thereto, the Trademark Security Agreement dated as of September 30, 2011 (“Trademark Security Agreement”) by and among the Grantor, Agent, and others party thereto, and the Joinder to Trademark Security Agreement dated as of June 30, 2014 (“Joinder”) by and among the Grantor, Agent, and others party thereto, Grantor granted to Agent, for the benefit of the Lender Group and the Bank Product Providers (collectively, the “Secured Parties”), a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, the Joinder was recorded at the United States Patent and Trademark Office (“USPTO”) on July 1, 2014 at Reel 5313 Frame 0659.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Secured Parties, and Grantor agree as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement, Trademark Security Agreement, or Joinder.

SECTION 2. Termination and Release. Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing first priority security interest in Grantor’s right, title, and interest in, to, and under the Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement, Trademark Security Agreement, or Joinder; and

(b) authorizes the recordation of this Release with the USPTO at Grantor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of California.

SECTION 4. Acknowledgement. The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security and Pledge Agreement dated as of July 13, 2018 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Grantor, Bank of America, N.A., in its capacity as administrative agent thereto, and others party thereto.

IN WITNESS WHEREOF, the Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

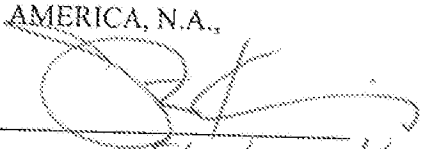
Agent:

BANK OF AMERICA, N.A.,
as Agent

By: _____

Name:

Title:



Stephen King
SVP

Schedule A

**Staff Management Solutions, LLC
(Illinois Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest
Granted by Seaton, LLC
In Favor of Bank of America, N.A.
Recorded July 1, 2014 at Reel 5313 Frame 0659**

Trademark Registrations

Mark	Reg. No.	Reg. Date
STUDENTSCOUT	3420693	04/29/08
RISKWISE	2601306	07/30/02
STAFFTRACK	1835629	05/10/94
PEOPLESCOUT	2897871	10/26/04
PEOPLESCOUT	2522924	12/25/01