

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM543808

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PNC BANK		10/02/2019	National Banking Association: UNITED STATES

## RECEIVING PARTY DATA

<b>Name:</b>	Global Employment Holdings, Inc.
<b>Street Address:</b>	10375 Park Meadows Drive, Suite 475
<b>City:</b>	Littleton
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80124
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Friendly Advanced Software Technology, Inc.
<b>Street Address:</b>	10375 Park Meadows Drive, Suite 475
<b>City:</b>	Littleton
<b>State/Country:</b>	COLORADO
<b>Postal Code:</b>	80124
<b>Entity Type:</b>	Corporation: NEW YORK

## PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
<b>Registration Number:</b>	1087452	CAREER BLAZERS
<b>Registration Number:</b>	1531181	EXCELLENCE AT WORK
<b>Registration Number:</b>	1810189	CAREER BLAZERS
<b>Registration Number:</b>	1984631	
<b>Registration Number:</b>	2566696	GLOBAL EMPLOYMENT SOLUTIONS
<b>Registration Number:</b>	4361267	LOCAL INTELLIGENCE. GLOBAL ADVANTAGE.

## CORRESPONDENCE DATA

Fax Number: 2125935955

*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) 756-2132

Email: scott.kareff@srz.com

TRADEMARK

**Correspondent Name:** Scott Kareff  
**Address Line 1:** Schulte Roth & Zabel, 919 Third Avenue  
**Address Line 4:** New York, NEW YORK 10022

**ATTORNEY DOCKET NUMBER:** 014951.1909

**NAME OF SUBMITTER:** Scott Kareff

**SIGNATURE:** /RS for SK/

**DATE SIGNED:** 10/03/2019

**Total Attachments: 3**

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**TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS TERMINATION AND RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Termination"), is dated as of October 2, 2019, and made by **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as Agent ("Grantee"), to **GLOBAL EMPLOYMENT HOLDINGS, INC.** ("Global") and **FRIENDLY ADVANCED SOFTWARE TECHNOLOGY, INC.** ("Friendly", and together with Global, each a "Grantor", and collectively the "Grantors").

WHEREAS, pursuant to that certain Intellectual Property Security Agreement dated as of March 25, 2014, made by Grantors in favor of Grantee (as amended, restated or otherwise modified prior to the date hereof, the "Security Agreement"), a security interest was granted by the Grantors to Grantee in the Intellectual Property Collateral (as hereinafter defined), including the trademarks and the copy rights listed on the annexed Schedule A (the "Intellectual Property");

WHEREAS, the Security Agreement was recorded at the United States Patent and Trademark Office on March 31, 2014, at Reel 5246 and Frame 0970;

WHEREAS, Grantee now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, Grantee hereby states as follows:

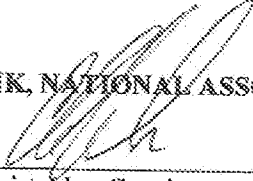
1. Definitions. The term "Intellectual Property Collateral," as used herein, shall mean all of each Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired: (i) all of each Grantor's trademarks, trademark applications, copyrights, service marks, trade names, mask works and associated goodwill, and licenses for any of the foregoing, including without limitation, each Grantor's title and interest of every kind and nature as of the date hereof in (x) the trademarks listed on Schedule A hereto and (y) the Intellectual Property Collateral (as defined in the Security Agreement), (ii) all reissues, continuations, continuations-in-part, substitutes, extensions or renewals of and improvements on the foregoing and (iii) all products and proceeds of the foregoing, including any claim by each Grantor against third parties for past, present or future infringement or dilution of any of the foregoing or any trademark licensed under any license.

2. Release of Security Interest. Grantee hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Intellectual Property Collateral and reassigns to Grantors all right, title and interest of such Grantee in the Intellectual Property Collateral owned by Grantors.

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IN WITNESS WHEREOF, Grantee has caused this Termination to be executed by its duly authorized officer as of the date first written above.

PNC BANK, NATIONAL ASSOCIATION

By:   
Name: Christopher Gauch  
Title: Senior Vice President

Signature Page to IP Release (PNC)

TRADEMARK  
REEL: 006763 FRAME: 0465

**Schedule A**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Total properties: 6**

1	Serial #: <u>73119967</u> Mark: CAREER BLAZERS	Filing Dt: 03/22/1977	Reg #: <u>1087452</u>	Reg. Dt: 03/14/1978
2	Serial #: <u>73722555</u> Mark: EXCELLENCE AT WORK	Filing Dt: 04/15/1988	Reg #: <u>1531181</u>	Reg. Dt: 03/21/1989
3	Serial #: <u>74284002</u> Mark: CAREER BLAZERS	Filing Dt: 06/12/1992	Reg #: <u>1810189</u>	Reg. Dt: 12/07/1993
4	Serial #: <u>74557468</u> Mark:	Filing Dt: 08/04/1994	Reg #: <u>1984631</u>	Reg. Dt: 07/02/1996
5	Serial #: <u>76063955</u> Mark: GLOBAL EMPLOYMENT SOLUTIONS	Filing Dt: 06/05/2000	Reg #: <u>2566696</u>	Reg. Dt: 05/07/2002
6	Serial #: <u>85775762</u> Mark: LOCAL INTELLIGENCE. GLOBAL ADVANTAGE.	Filing Dt: 11/09/2012	Reg #: <u>4361267</u>	Reg. Dt: 07/02/2013