TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of Montreal, as Agent		05/11/2010	Chartered Bank: CANADA

RECEIVING PARTY DATA

Name:	Vance International, Inc.
Street Address:	10467 White Granite Drive
City:	Oakton
State/Country:	VIRGINIA
Postal Code:	22124
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	1959543	APT
Registration Number:	2108605	WHEN YOU CAN'T AFFORD TO COMPROMISE
Registration Number:	1659142	V
Registration Number:	1900999	VANCE
Registration Number:	1858990	ASSET PROTECTION TEAM
Registration Number:	2424174	LABOR CRISIS GROUP
Registration Number:	2513191	WORKFORCE STAFFING TEAM
Serial Number:	76629756	INTEGRITY FIRST
Serial Number:	76629757	VANCE

CH $240.00 1959543

CORRESPONDENCE DATA

Fax Number: (312)803-5299

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (312) 845-3430

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Correspondent Name: Richard Kalwa

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ATTORNEY DOCKET NUMBER:	1929496
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	05/28/2010

Total Attachments: 4
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RELEASE AND REASSIGNMENT OF TRADEMARKS

THIS RELEASE dated May 11, 2010 by BANK OF MONTREAL, a chartered bank of Canada (*"BMO"*) with its mailing address at Corporate Finance, 11th Floor, First Canadian Place, Toronto, Ontario, Canada M5X 1A1, acting as collateral agent for the Secured Creditors defined in that certain Trademark Collateral Agreement as referred to below acting as administrative agent for the Secured Creditors defined in that certain Second Lien Security Agreement hereinafter defined (BMO acting as such administrative agent and any successor or successors to BMO acting in such capacity being hereinafter referred to as *"Agent"*) ;

WITNESSETH:

WHEREAS, Agent, and VANCE INTERNATIONAL, INC., a Delaware corporation (*"Debtor"*), with its principal place of business and mailing address at 10467 White Granite Drive, Oakton, Virginia 22124, are parties to a certain Trademark Collateral Agreement dated April 5, 2007 which was recorded in the United States Patent and Trademark Office on April 12, 2007 at Reel 003520, Frame 0886, pursuant to which the Debtor granted a security interest in and collateral assignment of certain trademarks, trademark registrations, and trademark applications listed on Schedule A-1 attached hereto and certain other property (collectively, the *"Trademarks"*); and

WHEREAS, the Debtor has requested that the Agent release its security interests in the Trademarks and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

The Agent hereby releases its security interests in and collateral assignment of, and reassigns, grants and conveys to the Debtor, without any representation, warranty, recourse or undertaking by the Agent, all of its right, title and interest, if any, in and to:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages.

IN WITNESS WHEREOF, the Agent has caused this Release and Reassignment of Trademarks to be duly executed by its duly authorized officer as of the day and year first above written.

BANK OF MONTREAL, as Agent

By _____

Name S. Julien

Title Vice President

TRADEMARK
REEL: 004214 FRAME: 0787

SCHEDULE A-1
TO RELEASE AND REASSIGNMENT OF TRADEMARKS

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

FEDERAL TRADEMARK REGISTRATIONS

TRADEMARK	APPLICATION NUMBER	REGISTRATION NUMBER
APT	74/409,444	1,959,543
WHEN YOU CAN'T AFFORD TO COMPROMISE	75/131,750	2,108,605
{V WITH EAGLE DESIGN}	74/049,250	1,659,142
VANCE	74/535,421	1,900,999
ASSET PROTECTION TEAM	74/409,445	1,858,990
LABOR CRISIS GROUP	75/592,003	2,424,174
WORKFORCE STAFFING TEAM	75/741,891	2,513,191

PENDING FEDERAL TRADEMARK APPLICATIONS

TRADEMARK	APPLICATION NO.
INTEGRITY FIRST	76/629,756
VANCE	76/629,757

SCHEDULE A-2
TO RELEASE

TRADEMARK LICENSES

None

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