

UMPR
11-20-98



100906636

RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): StaffMark, Inc. - Indiana</p> <p>() Individual () Association () General Partnership () Limited Partnership (X) Corporation-State: Delaware () Other</p> <p>Additional name(s) of conveying party(ies) attached? () Yes (X) No</p> <hr/> <p>3. Nature of conveyance:</p> <p>(X) Assignment () Merger () Security Agreement () Change of Name () Other</p> <p>Execution Date: July 31, 1998</p>	<p>2. Name and Address of receiving party(ies): Name: StaffMark, Inc. - Nevada</p> <p>Internal Address:</p> <p>Street Address: 501 South Rancho Drive, Suite G-46 City: Las Vegas State: Nevada ZIP: 89106</p> <p>() Individual(s) Citizenship: () Association: () General Partnership: () Limited Partnership: (X) Corporation-State: Nevada () Other:</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: () Yes () No</p> <p>(Designations must be a separate document from Assignment)</p> <p>Additional name(s) & address(es) attached? () Yes (X) No</p>
--	---

4. Application number(s) or trademark number(s):

<p>A. Trademark Application No.(s) None</p>	<p>B. Trademark registration No.(s) 1,733,503</p>
---	---

Additional numbers attached? () Yes (X) No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: J. Charles Dougherty Internal Address: Wright, Lindsey & Jennings, LLP Street Address: 200 W. Capitol Avenue, Suite 2000 City: Little Rock State: Arkansas ZIP: 72201</p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 3.41).....\$40.00 (X) Enclosed () Authorized to be charged to deposit account</p> <p>8. Deposit account number: 233263 (Attach duplicate copy of this page if paying by deposit account)</p>
---	--

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

J. Charles Dougherty [Signature] 11/18/98
Name of Person Signing Signature Date

Total number of pages comprising cover sheet _____

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignment
Washington, D.C. 20231

11/24/1998 DNGUYEN 0000066 1733503

01 FC:481

40.00 UP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement, effective July 31, 1998, is by and between STAFFMARK, INC. - INDIANA ("Assignor"), a Delaware corporation, having its principal corporate business address at 1822 Magnavox Way, Fort Wayne, Indiana 46804, and STAFFMARK, INC. - NEVADA ("Assignee"), a Nevada corporation, having its principal corporate business address at 501 South Rancho Drive, Suite G-46, Las Vegas, Nevada 89106.

WHEREAS, Assignor is the owner of all right, title and interest in and to the U.S. trademarks, service marks and trade names as set forth in Appendix A hereto, as used on or in connection with Assignor's services, including but not limited to the recited trademark applications and registrations, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names;

WHEREAS, Assignee desires to acquire all right, title and interest in and to said U.S. trademarks, service marks and trade names as set forth in Exhibit A, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor by these presents sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the U.S. trademarks, service marks and trade names set forth in Appendix A, together with the goodwill of the business symbolized by said trademarks service marks and trade names, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

In order to give full force and effect to the assignment granted herein, Assignor further agrees to promptly obtain and execute formal assignment documents to assign the U.S. trademarks, service marks and/or trade names.

Signed at Fayetteville, Arkansas on this 31ST day of July, 1998.

STAFFMARK, INC. - INDIANA

Assignor

By: Clete T. Brewer

Clete T. Brewer
President

AGREED AND ACCEPTED:

Signed at Fayetteville, Arkansas on this 31ST day of July, 1998.

STAFFMARK, INC. - NEVADA

Assignee

By: Alex Stallings

Alex Stallings
Vice President and Controller

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

ss:

BEFORE ME, the undersigned authority, on this day personally appeared Clete T. Brewer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated and as an act and deed of said corporation.

Given under my hand and seal of Office this 31ST day of July, 1998.

Denise H. Compton
Notary Public

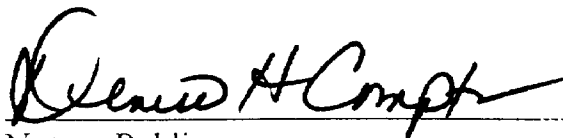
My Commission Expires:
DENISE H. COMPTON
Notary Public
Benton County, Arkansas
My Commission Expires ~~June 1, 2000~~

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

ss:

BEFORE ME, the undersigned authority, on this day personally appeared Alex Stallings, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated and as an act and deed of such corporation.

Given under my hand and seal of Office this 31ST day of July, 1998.



Notary Public

My Commission Expires:

DENISE H. COMPTON
Notary Public
Benton County, Arkansas
My Commission Expires June 1, 2000

APPENDIX A

MARK OR TRADE NAME

FLEXIBLE PERSONNEL, U.S. S.M. Reg. No. 1,733,503, issued 11/17/92

FLEXIBLE PERSONNEL, INC.

GREAT LAKES SEARCH ASSOCIATES

FLEXIBLE TECHNICAL

FLEXIBLE ACCOUNTANTS

FLEXIBLE INFORMATION TECHNOLOGY

STAFFMARK MEDICAL STAFFING

STAFFMARK ACCOUNTANTS

STAFFMARK TECHNICAL

\\ODMA\PCDOCS\DALLAS\25208\1 July 30, 1998