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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

03-31-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #33

101008139

ached original documents or copy thereof.

MRD  
3/31/99

1. Name of conveying party(ies):  
Jobs for Everyone in America, Inc.

- Individual(s)
- General Partnership
- Corporation-State California
- Other

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: 2-21-97

2. Name and address of receiving party(ies)

Name: Career Services, Inc.

Internal Address:

Street Address: 4701 Patrick Henry Drive

City: Santa Clara State: CA ZIP: 95054

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designators must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
2,052,327

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Frank G. Long

Internal Address:

Morrison & Hecker LLP

Street Address: 2800 N. Central

Suite 1600

City: Phoenix State: AZ ZIP: 85004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Frank G. Long  
Name of Person Signing

Signature

3/30/99  
Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

04/09/1999 DNGUYEN 00000143 2052327

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TRADEMARK  
REEL: 1880 FRAME: 0916

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made and entered into as of February 21, 1997 by and between CAREER SERVICES, INC., an Arizona corporation ("CSI") and JOBS FOR EVERYONE IN AMERICA, INC. (d/b/a JobsAmerica), a California corporation ("JobsAmerica").

### PREAMBLE

WHEREAS, subject to the limitations and exclusions contained in this Agreement, JobsAmerica desires to sell all of the assets relating to or used in its business to CSI for cash (the "Asset Purchase"); and

WHEREAS, the Board of Directors of CSI and JobsAmerica have approved the Asset Purchase upon the terms and subject to the conditions set forth herein; and

WHEREAS, CSI and JobsAmerica desire to make certain representations, warranties, covenants and agreements in connection with the Asset Purchase and also to prescribe various conditions to the Asset Purchase;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS

1.1 **Definitions.** The capitalized terms used in this Agreement and not defined herein shall have the meanings specified in Exhibit A. Unless the context otherwise requires, such capitalized terms shall include the singular and plural and the conjunctive and disjunctive forms of the terms defined.

### ARTICLE II

#### PURCHASE AND SALE

2.1 **Agreement to Sell.** At the Closing hereunder (as defined in Section 3.1 hereof) and except as otherwise specifically provided in Section 2.3 hereof, JobsAmerica shall grant, sell, convey, assign, transfer and deliver to CSI, upon and subject to the terms and conditions of this Agreement, all right, title and interest of JobsAmerica in and to (a) the Business as a going

concern, (b) the names "Jobs For Everyone In America, Inc." and "JobsAmerica" and all goodwill associated therewith, and (c) all of the assets and rights of JobsAmerica constituting the Business or used therein, of every kind and description, personal and mixed, tangible and intangible, wherever situated (which Business, names, goodwill, assets and rights are herein sometimes called the "Assets"), free and clear of all mortgages, liens, pledges, security interests, charges, claims, restrictions and encumbrances of any nature whatsoever. The parties hereto agree that the effective date of the above-referenced transaction shall be January 1, 1997.

2.2 **Included Assets.** The Assets shall include without limitation the following assets and rights of JobsAmerica used directly or indirectly in the conduct of, or generated by or constituting, the Business, except as otherwise expressly set forth in Section 2.3 hereof:

(a) all machinery, equipment, tools, vehicles, furniture, furnishings, leasehold improvements, goods, and other tangible personal property;

(b) all prepaid items;

(c) all supplies and inventories and office and other supplies regardless of the value of such items on the books of JobsAmerica;

(d) to the extent permitted by the provisions thereof and/or by applicable law, all rights under any written or oral contract, agreement, lease, design or drawing, instrument, registration, license, certificate of occupancy, other permit or approval of any nature, or other document, commitment, arrangement, undertaking, practice or authorization;

(e) all rights owned by JobsAmerica under any trademark, service mark, trade name or copyright, whether registered or unregistered, and any applications therefor;

(f) all technologies, methods, formulations, data bases, trade secrets, know-how, inventions, patents and other intellectual property used in the Business or under development;

(g) all computer hardware and software (including documentation and related object and source codes);

(h) all rights or choses in action arising out of occurrences before or after the Closing, including without limitation all rights under express or implied warranties relating to the Assets and for any insurance proceeds resulting from or arising out of any loss, damage or destruction of property prior to Closing;

(i) all information, files, records, data, designs and drawings, contracts and recorded knowledge, including customer and supplier lists, related to the foregoing;

(j) JobsAmerica's rights, except as below excluded, under that certain real estate lease covering the real property at 4701 Patrick Henry Dr. #17, Santa Clara, California (the "Lease"), including the right to any security deposit thereunder;

(k) all goodwill associated with the Business; and

(l) assets deposited pursuant to or accrued under any Benefit Plan of JobsAmerica.

(m) all cash or cash equivalents in transit, in hand or in bank accounts and all accounts receivable.

**2.3 Excluded Assets.** Notwithstanding the foregoing, the Assets shall not include any of the following:

(a) the minute books, tax returns, books of account or other records having to do with corporate organization of JobsAmerica;

(b) the rights which accrue or will accrue to JobsAmerica under this Agreement;

(c) the rights to any of JobsAmerica's claims for any federal, state, local, or foreign tax refunds directly related to the operations of JobsAmerica on or before December 31, 1996; and

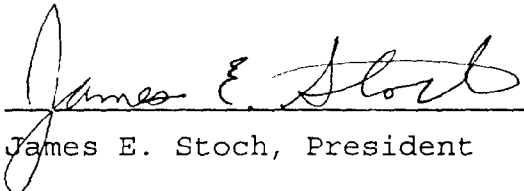
(d) personal vehicles.

**2.4 Agreement to Purchase.** At the Closing hereunder, CSI shall purchase the Assets from JobsAmerica, upon and subject to the terms and conditions of this Agreement and in reliance on the representations, warranties and covenants of JobsAmerica contained herein, in exchange for the Purchase Price (hereinafter defined in

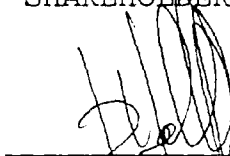
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by JobsAmerica and a duly authorized officer of CSI, as of the date first written above.

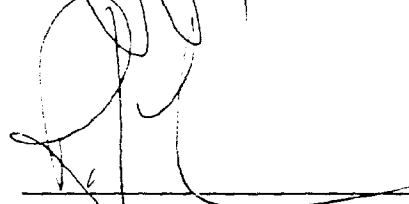
"JOBSAMERICA"

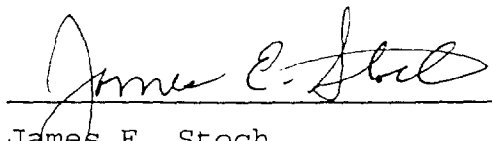
JOBS FOR EVERYONE IN  
AMERICA, INC. (d/b/a  
JobsAmerica)

  
James E. Stoch, President

"SHAREHOLDERS"

  
Fred H. Faltersack

  
Rod L. Lake

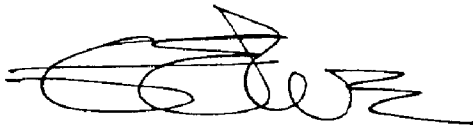
  
James E. Stoch

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Paul J. Burrowes

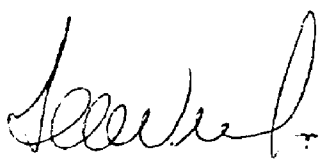


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Gregory S. Bahue

"CSI"

CAREER SERVICES, INC.



By: \_\_\_\_\_

Louis A. Weil III,  
President and Chief  
Executive Officer