

07-27-1999

Attorney Docket: 014RE/12183

Form PTO-1594
1-31-92

MKD
7-23-99



U.S DEPARTMENT OF COMMERCE
Patent and Trademark Office

101102574

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

1. Name of conveying parties:

Sharp Services, Inc.

- Individual(s)
- General Partnership
- Corporation-State of Kansas
- Other

Additional name(s) of conveying party(ies) attached?
 yes no

3. Nature of Conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: November 2, 1998

2. Name and address of receiving party(ies)

Name: King Staffing, Inc.

Internal Address: c/o The Wackenhut Corporation

Street Address: 4200 Wackenhut Drive - #100

Palm Beach Gardens, Florida 33410-4243
City Country

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?
 yes no

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

A. Trademark Application No.(s)

75/308,295

B. Trademark registration No(s).

2,163,172 and 2,214,021

Additional numbers attached? Yes No

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

James F. McKeown, Esquire
Evenson, McKeown, Edwards & Lenahan, P.L.L.C.
1200 G Street, N. W., Suite 700
Washington, D. C. 20005-3814

6. Total number of applications and registrations involved:

3

7. Total Fee (37 CFR 3.41):

\$90.00

Enclosed. Please charge any underpayment in connection with this Assignment to Deposit Account No. 05-1323

Authorized to be charged to Deposit Account

8. Deposit Account No. 05-1323

(Attach dupl. copy of this page if paying by Deposit Account)

DO NOT WRITE IN 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.

James F. McKeown 25,406
Name of Person Signing

[Signature]
Signature

July 23, 1999
Date

TOTAL NUMBER OF PAGES INCLUDING COVER SHEET, ATTACHMENTS AND DOCUMENT: 6

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

07/26/1999 MTHA11 00000218 75308295

Do not detach this portion

01 FC-401
02 FC-482

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

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

ASSIGNMENT OF TRADEMARKS

Des.
te:
THIS ASSIGNMENT OF TRADEMARKS (this "Agreement") dated as of November 2, 1998 from SHARP SERVICES, INC., a Kansas corporation ("Assignor") to KING STAFFING, INC., a Florida corporation and subsidiary of The Wackenhut Corporation, a Florida corporation (the "Assignee"), is made in connection with the sale to Assignee of certain of the assets of the Assignor used in its employment and personnel agency business (the "Business").

RECITALS

WHEREAS, Assignor does, for itself and its successors and assigns, hereby represent, warrant, covenant and agree to and with the Assignee, its successors and assigns, that it is the lawful owner of (a) all trademarks, trade names, service marks, logos and designs set forth on Exhibit A to this Agreement along with all trademark rights in trade styles and trade dress which is used in connection with the trademarks set forth on Exhibit A and all copyrights, patents and other intellectual property which is owned by Assignor and which is used in connection with the Trademarks, including all common law rights in and to the foregoing, all registrations and applications to register the same and all licenses for the use thereof (the "Trademarks") and (b) the goodwill of the Business connected with the use of, and symbolized by, the Trademarks, such that the reality symbolized by the assigned Trademarks will continue, (the property described in (a) and (b) above being collectively referred to as the "Intellectual Property");

WHEREAS, Assignor does hereby represent, warrant, covenant and agree that the Intellectual Property, including the Trademarks, is free from all liens and encumbrances; that it has good and valid right to sell, bargain, grant, transfer, convey and deliver the same to the Assignee; and that it will warrant and defend the sale of the said Intellectual Property unto the Purchaser, its successors and assigns, against the lawful claims and demands of all persons whomsoever;

WHEREAS, Assignor desires to grant and Assignee desires to acquire an assignment of the Trademarks and all Trademark Rights (as defined below) in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, such that the reality symbolized by the assigned Trademarks will continue;

WHEREAS, Assignor's business is ongoing and existing and Assignee intends to be the successor to the business of Assignor;

WHEREAS, Assignee desires to have its assignment in the Trademarks confirmed by a document identifying that assignment and in a form as may be recorded in the United States Patent and Trademark Office;

WHEREAS, Assignor desires to grant Assignee all of its rights in and to all of the Intellectual Property including all designs, pictures, drawings, photographs, characters, graphics, and any other copyrightable materials which were created for use in connection with, were actually used in connection with or incorporate any of the Trademarks or any derivatives thereof (the "Designs");

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WHEREAS, Assignee is desirous of acquiring an assignment of Assignor's rights in and to the Designs, which would be effective as of and relate back to the date on which each Design was created; and

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good, valuable and sufficient consideration, the receipt of which is acknowledged, the parties to this Agreement, intending to be legally bound, agree as follows:

TERMS OF AGREEMENT

In consideration of the mutual representations, warranties, covenants and agreements contained herein and in the Agreement, the parties hereto agree as follows:

1. Assignment. Assignor does hereby assign unto Assignee all worldwide right, title, interest and claims in and to:

(a) the Trademarks and all future royalties or other fees paid or payments made or to be made to Assignor in respect of the Trademarks and proceeds of any and all of the above (the Trademarks, royalties and proceeds being referred to collectively in this Agreement as the "Trademark Rights");

(b) the goodwill of the business connected with the use of, and symbolized by, the Trademarks (which rights, interests and claims being referred to in this Agreement as "Goodwill"), as indicated by the assignment by Assignor to Assignee of all right, title, interest and claim in and to the books, records and tangible assets including, but not limited to books and records relating to quality control and advertising of the goods/services offered under the Trademarks;

(c) existing and future profits and damages for past and future infringements of the Trademark Rights (which rights, interests and claims being referred to in this Agreement as "Claims," and the Trademark Rights, Goodwill and Claims being collectively referred to as the "Trademark Property"); and

(d) all the rights in and to the Designs of every kind, nature and description, including, but not by way of limitation: (i) the physical sketches, drawings, prints, slides, negatives and copies which actually exist; (ii) the right to secure copyright thereon anywhere throughout the world, in Assignee's name or otherwise; (iii) any and all publication rights therein, in whatever form; (iv) the right to use, license, exploit, sell or otherwise dispose thereof in any manner and for any purpose Assignee sees fit; and (v) any and all subsidiary rights therein; and (vi) existing and future profits and damages for past and future infringements of the Designs, (the Designs, together with all of the foregoing, the "Copyright Property").

2. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee, its successors and assigns, the true and lawful attorney of Assignor, in the name of either Assignor or Assignee (as Assignee shall determine in its sole discretion) but for the benefit of Assignee (1) to endorse and/or file of record, all assignment, applications, documents, papers and instruments necessary for Assignee or its transferee, successors or assigns, to obtain title to and the right to use the Trademark Property and the Copyright Property (the Trademark Property and Copyright Property hereinafter collectively referred to as the "Intellectual Property"), (2) to grant or issue an exclusive or non-exclusive license under the Intellectual Property to any other person, (3) to assign, pledge, convey or otherwise transfer title in or dispose of all or any part of the Intellectual Property to any other person, (4) to institute and prosecute all proceedings which Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind, in or to the Intellectual Property as provided herein, (5) to defend or compromise any and all actions, suits or proceedings in respect of the Intellectual Property and to do all things in relation thereto as Assignee shall deem advisable, and (6) to take all action which Assignee may deem proper in order to provide for Assignee the benefits of the Intellectual Property and the Designs. Assignor acknowledges that the foregoing powers are coupled with an interest and shall be irrevocable. Assignee shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest and penalties in respect thereof. The foregoing shall not limit any other rights and remedies of the Assignee, and shall survive the execution and delivery of this Agreement. Assignor here ratifies all that the attorney shall lawfully do or cause to be done by virtue of this Agreement.

3. **Amendment; Waiver.** This Agreement may not be modified, amended, supplemented, canceled or discharged, except by written instrument executed by all parties. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any breach of any provision shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision, nor shall any waiver be implied from any course of dealing between the parties. No extension of time for performance of any obligations or other acts hereunder or under any other agreement shall be deemed to be an extension of the time for performance of any other obligations or any other acts. The rights and remedies of the parties under this Agreement are in addition to all other rights and remedies, at law or equity, that they may have against each other.

4. **Binding Effect.** The rights and obligations of this Agreement shall bind and inure to the benefit of the parties and their respective successors and assigns. Nothing expressed or implied herein shall be construed to give any person other than the parties to this Agreement and their permitted assigns any legal or equitable rights hereunder.

5. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

6. **Governing Law:** This Agreement shall be construed in accordance with the laws of the State of Florida applicable to agreements which are executed and fully performed within the state.

7. **Jurisdiction.** Any suit, action or proceeding against any party to this Agreement arising out of, or with respect to, this Agreement or the transactions contemplated hereby or any judgment entered by any court in respect thereof may be brought in the courts of Denver County, Colorado or in the U.S. District Court sitting in Denver, Colorado and each party hereby irrevocably accepts and consents to the exclusive personal jurisdiction of those courts for the purpose of any suit, action or proceeding. In addition, each party hereby irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or any judgment entered by any court in respect thereof brought in Denver County, Colorado or the U.S. District Court sitting in Denver, Colorado and hereby further irrevocably waives any claim that any suit, action or proceedings brought in Denver County, Colorado or in such District Court has been brought in an inconvenient forum.

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed in its name by its officer thereunto duly authorized and its corporate seal to be affixed, on the date first above written.

ASSIGNOR:

SHARP SERVICES, INC., a Kansas corporation

By: 
Jeff V. Smith
Chief Executive Officer

ASSIGNEE:

KING STAFFING, INC., a Florida corporation, a subsidiary of The Wackenhut Corporation, a Florida corporation

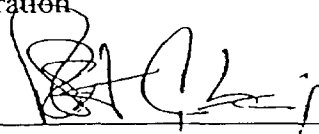
By: 
Robert C. Kneip
Chief Executive Officer

EXHIBIT A
INTELLECTUAL PROPERTY
REGISTERED TRADEMARKS

Registered Trademarks	Date Registered	Expiration Date	Registration Number	Owner
Sharp Temporary Services	6/8/93	6/8/03	1,775,436	Sharp Services, Inc., as successor by merger to Sharp Temporary Services, Inc.
Sharp	6/9/98	6/9/08	2,163,172	Sharp Services, Inc.

PENDING TRADEMARK APPLICATIONS

Pending Registrations	Filing Date	Filing Number	Applicant
Sharp Human Resources	6/13/97	75-308,296	Sharp Services, Inc.
Sharp Personnel	6/13/97	75-308,295	Sharp Services, Inc.

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