

02-02-2000



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RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)  
Document ID #

Correction of PTO Error  
Reel #  Frame #

Corrective Document  
Reel #  Frame #

Conveyance Type

Assignment  License

Security Agreement  Nunc Pro Tunc Assignment

Merger  
Effective Date  
Month Day Year  
 Dec. 15, 1999

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name  OUTSOURCE HOLDINGS, INC.

Execution Date  
Month Day Year  
 Dec. 15, 1999

Formerly  OUTSOURCE PARTNERS, INC.

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name  OUTSOURCE PARTNERS, INC.

DBA/AKA/TA  formerly known as New OutSource, Inc.

Composed of

Address (line 1)  200 Mansell Court East

Address (line 2)  Suite 500

Address (line 3)  Roswell  Georgia  30076  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization  Delaware

02/01/2000 TTOM11 00000088 7566886

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482  
40.00 OP  
200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 002015 FRAME: 0579

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

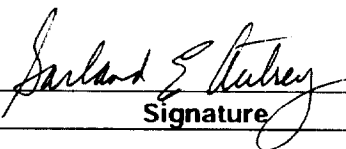
No

**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. Charges to deposit account are authorized, as indicated herein.

Garland E. Autrey

Name of Person Signing



Signature

12/30/99

Date Signed

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of this 15<sup>th</sup> day of December, 1999 ("Effective Date"), by and between OutSource Holdings, Inc., a Delaware corporation, (and formerly known as OutSource Partners, Inc.), a Delaware corporation, with its principal office at 200 Mansell Court East, Suite 500, Roswell, Georgia 30076 ("Assignor"), and OutSource Partners, Inc., a Delaware corporation, (and formerly known as New OutSource, Inc., a Delaware corporation), with its principal office at 200 Mansell Court East, Suite 500, Roswell Georgia 30076 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Transfer Agreement dated as of December 15, 1999 pursuant to which Assignor has agreed to sell, assign, and transfer to Assignee the assets, properties and rights pertaining to the business of Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademarks and the United States trademark registrations and applications for registration identified and set forth on the Schedule of Trademarks, (collectively, the "Trademarks") and its unregistered trademarks, if any, and the goodwill of the business associated therewith;

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used;

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment of Trademarks to be executed and sealed by their respective duly authorized officers as of the dates noted below.

OutSource Holdings, Inc.

By: Kenneth W. Oringer  
Name: Kenneth W. Oringer  
Title: Executive Vice President  
Date: December 15, 1999

OutSource Partners, Inc.

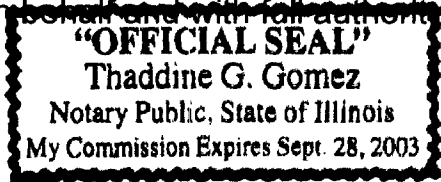
By: Kenneth W. Oringer  
Name: Kenneth W. Oringer  
Title: Executive Vice President  
Date: December 15, 1999

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the Assignor hereby sells, assigns and transfers to Assignee, all of the Assignor's right, title and interest in and to said Trademarks, together with the good will of the business symbolized by said Trademarks, and the Assignor's entire right, title and interest in and to any and all claims and demands it may have, at law or in equity, for past infringement of said Trademarks.

\* \* \* \* \*

STATE OF )  
 ) SS.  
COUNTY OF )

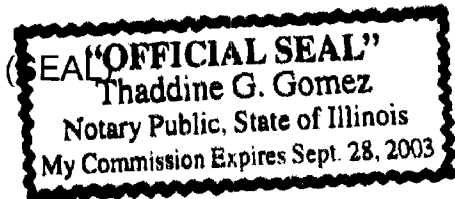
On this 15<sup>th</sup> day of December, 1999, there appeared before me  
Kenneth W. Dringer, personally known to me, who  
acknowledged that he signed the foregoing Assignment as his voluntary act and deed  
on behalf and with full authority of OutSource Holdings, Inc., a Delaware corporation.



*Thaddine G. Gomez*  
Notary Public

STATE OF )  
 ) SS.  
COUNTY OF )

On this 15<sup>th</sup> day of December, 1999, there appeared before  
me Kenneth W. Dringer, personally known to me, who  
acknowledged that he signed the foregoing Assignment as his voluntary act and deed  
on behalf and with full authority of OutSource Partners, Inc., a Delaware corporation



*Thaddine G. Gomez*  
Notary Public  
My commission expires:

# Schedule of Trademarks

## United States Registered Trademarks

Trademark	Serial No.	Filing Date
OUTSOURCE OFFICENET	75/666816	03/24/99
PAY-POSITIVE	75/666815	03/24/99
E-PAYCHECK	75/666811	03/24/99
POST POSITIVE	75/629447	01/28/99
MARGIN MASTER	75/629279	01/28/99
ON CALL	75/624217	01/20/99
OUTSOURCE PARTNERS, INC.	75/621224	01/13/99
DESIGN ONLY	75/620576	01/13/99
OUTSOURCE PARTNERS	75/620575	01/13/99