

02-17-2000



101271361

RECEIVED

2101 JAN 20 PM 12:05

OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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 _____
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Mindsharp Learning Centers, L.P.

12 - - 98

Formerly _____

- 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 Randstad General Partner (US) LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2015 South Park Place

Address (line 2) _____

Address (line 3) Atlanta

City

GA

State/Country

30339

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other Limited Liability Corporation

Citizenship/State of Incorporation/Organization Delaware

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.)

02/16/2000 DNGUYEN 00000110 2256040

FOR OFFICE USE ONLY

FC:481

40.00

fee ok

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: 002022 FRAME: 0465

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) SEE ATTACHED EXHIBIT Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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:

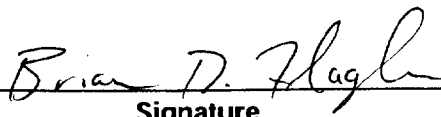
Yes

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.

Brian D. Flagler



Name of Person Signing

Signature

Date Signed

EXHIBIT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS SUBJECT TO ASSIGNMENT
FROM MINDSHARP LEARNING CENTERS, L.P. (A DELAWARE LIMITED
PARTNERSHIP)
TO
RANDSTAD GENERAL PARTNER (US) LLC (A DELAWARE LIMITED LIABILITY
CORPORATION)

SERIAL/REGISTRATION NO.	MARK
2,256,840	MINDSHARP

BILL OF SALE AND GENERAL ASSIGNMENT

MINDSHARP LEARNING CENTERS, L.P., a Delaware limited partnership (the "Partnership"), pursuant to Section 10 of the Amended and Restated Agreement of Limited Partnership of the Partnership and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, by these presents does sell, assign, transfer and deliver unto the general partner of the Partnership, Randstad General Partner (US) LLC (the "General Partner"), and its successors and assigns, all of the right, title and interest of the Partnership in the property of the Partnership, to be held by the General Partner solely for the benefit of the Partnership and provided that such property shall be used solely in connection with the business of the Partnership; provided, however, that title to any ownership interest which the Partnership owns in another legal entity shall not vest in the General Partner if the vesting of such interest in the General Partner would cause a dissolution of such entity. Notwithstanding anything in this Bill of Sale and Assignment to the contrary, nothing herein shall constitute an assignment of any contract to which the Partnership is a party or other right of the Partnership if the assignment or transfer thereof as provided herein, without the consent of a third party, would constitute a breach thereof or in any way materially adversely affect the rights of the Partnership thereunder unless such consent is or has been secured;

To have and to hold the foregoing described assets, for the benefit of the Partnership, forever.

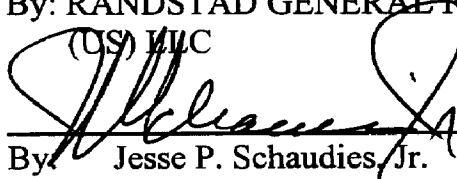
The Partnership hereby agrees to execute and deliver at any time and from time to time from and after the date hereof any certificates, instruments, agreements or documents that may be necessary to fully vest in the General Partner, for the benefit of the Partnership, title to the assets described above.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands and seals as of this __ day of December, 1998.

"Partnership"

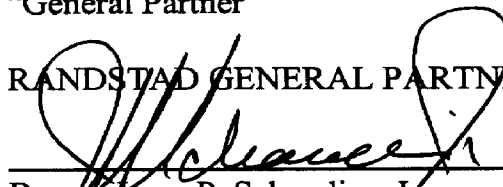
MINDSHARP LEARNING CENTERS, L.P.

By: RANDSTAD GENERAL PARTNER
(US) LLC


By: Jesse P. Schaudies, Jr.
Vice President

"General Partner"

RANDSTAD GENERAL PARTNER (US) LLC


By: Jesse P. Schaudies, Jr.
Vice President