

LE

05-25-2000



101367643

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

S-19-00

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
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

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: 002079 FRAME: 0210

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

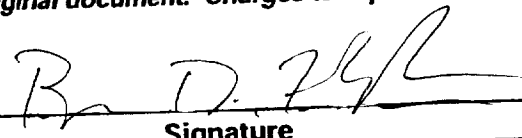
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

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



5/19/00
Date Signed

Name of Person Signing

Signature

EXHIBIT

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

SERIAL/REGISTRATION NO.	MARK
74/557,467	TELESOURCE
74/505,489	POWERSTAFF
75/433,691	VIP - VALUE IN PARTNERSHIP
1,950,471	RESOURCEMFG
1,966,983	PROFITPARTNER
1,970,221	PROFITPARTNERS
1,984,631	Design
1,985,401	GUESTFIRST
2,001,252	RESOURCEMFG
2,001,253	POWERSTAFF
2,001,254	PROTRONICS & Design
2,001,255	Design
2,002,861	STAFF EXTENSION
2,002,862	PROTRONICS
2,062,248	PRODRIVERS
2,094,123	ACCOUNTING SOLUTIONS
2,128,258	Design
2,151,346	MEDICALSOLUTIONS
2,185,248	STAFFING RESOURCES, INC.

RECEIVED

2100 JAN 20 PM 12:08

OPR/FINANCE

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

02-17-2000
101271360

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

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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 00000109 74557467

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
450.00 OP

Flee 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: 002079 FRAME: 0213

BILL OF SALE AND GENERAL ASSIGNMENT

STAFFING RESOURCES (SC), 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.

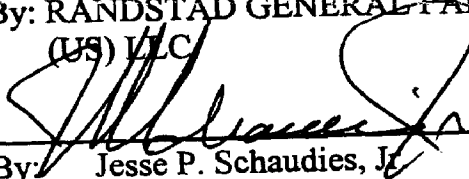
The Partnership hereby agrees to execute and deliver at any time and from time to time from and after the date hereof any certificates, instruments, agreements or documents that may be necessary to fully vest in the General Partner, for the benefit of the Partnership, title to the assets described above.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands and seals as of this 31st day of December, 1998.

"Partnership"

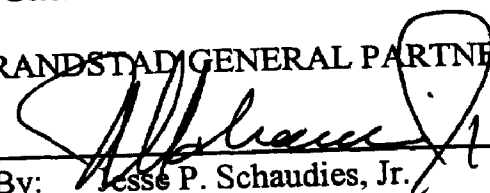
STAFFING RESOURCES (SC), L.P.

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**