

05-25-2000



Re 5-19-00 R 101367366 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 # 101271356

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
12-31-98

Change of Name

Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name Randstad US, L.P. Execution Date
Month Day Year
12 31 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 GA 30339
City State/Country 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.)

FOR OFFICE USE ONLY

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

[Empty text box]

Address (line 1)

[Empty text box]

Address (line 2)

[Empty text box]

Address (line 3)

[Empty text box]

Address (line 4)

[Empty text box]

Correspondent Name and Address

Area Code and Telephone Number 404-881-3687

Name

Brian D. Flagler, Esq.

Address (line 1)

Troutman Sanders LLP

Address (line 2)

Suite 5200

Address (line 3)

600 Peachtree Street, N.E.

Address (line 4)

Atlanta, GA 30308-2216

Pages

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

#

1

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)

[Empty]	[Empty]	[Empty]	[Empty]	[Empty]	[Empty]
[Empty]	[Empty]	[Empty]	[Empty]	[Empty]	[Empty]
[Empty]	[Empty]	[Empty]	[Empty]	[Empty]	[Empty]

Number of Properties

Enter the total number of properties involved.

#

9

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

240.00

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:

#

20-1507

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

Brian D. Flagler

5/19/00

Name of Person Signing

Signature

Date Signed

EXHIBIT

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

SERIAL/REGISTRATION NO.	MARK
2,176,141	E-STAFF
2,190,299	ELECTRONIC TALENT
1,932,860	LEGAL HORIZONS
1,963,687	TEMPO THE ORIGINAL SINCE 1949
1,962,685	HEALTH POWER
1,934,715	TEMPO
1,635,061	SKILLSET
1,175,626	ACCOUNTSTAFF
1,586,061	SKILL-MERGE

BILL OF SALE AND GENERAL ASSIGNMENT

RANDSTAD US, 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.

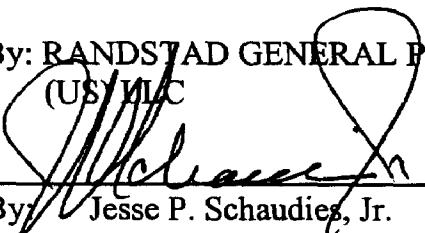
The Partnership hereby agrees to execute and deliver at any time and from time to time from and after the date hereof any certificates, instruments, agreements or documents that may be necessary to fully vest in the General Partner, for the benefit of the Partnership, title to the assets described above.

IN WITNESS WHEREOF, the undersigned have hereunto set their respective hands and seals as of this 3rd day of December, 1998.

"Partnership"

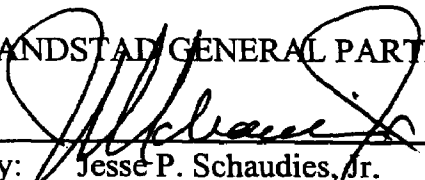
RANDSTAD US, L.P.

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