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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

MD 6-8-00

1. Name of conveying party(ies):
Clinforce, L.L.C.

Individual Association
 General Partnership Limited Partnership
 Corporation-State Other -

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other -

Execution Date: December 19, 1997

2. Name and Address of receiving party(ies):
 Name: StaffMark Acquisition Corporation Seventeen
 Internal Address:
 Street Address: 234 East Millsap Road
 City: Fayetteville State: AR Zip: 72703 Country: USA

Individual(s) Citizenship: U.S.A.
 Association:
 General Partnership:
 Limited Partnership:
 Corporation-State Delaware
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark registration No.(s)
 2,055,308 for the mark CLINFORCE registered April 22, 1997
 2,202,588 for the mark CLINCHECK registered November 10, 1998
 2,055,309 for the mark MISCELLANEOUS DESIGN registered April 22, 1997

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Elisabeth A. Evert
 Internal Address: Sidley & Austin
 Street Address: 717 North Harwood St., Suite 3400
 City: Dallas State: TX ZIP: 75201


6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$120.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 18-1260
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE 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.



Elisabeth A. Evert
 Name of Person Signing

September 26, 2000
 Date

Total number of pages comprising cover sheet 4

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

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

Commissioner of Patents and Trademarks

TRADEMARK

REEL: 002181 FRAME: 0681

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Assignment") dated this 19th day of December, 1997, from ClinForce, L.L.C., a New Jersey limited liability company ("Seller") is to StaffMark Acquisition Corporation Seventeen, a Delaware corporation and wholly-owned subsidiary of StaffMark, Inc., a Delaware corporation ("SAC").

WHEREAS, Seller has agreed pursuant to the terms of the Asset Purchase Agreement, dated as of December 19, 1997, by and among StaffMark, SAC, Seller and Irene Eisgrau Associates, Inc., a New Jersey corporation (the "Purchase Agreement"), to sell, assign, transfer and convey unto SAC the assets described on Schedule 1 and any attachments hereto (the "Transferred Assets");

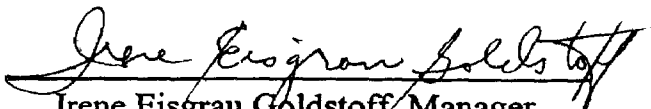
NOW, THEREFORE, in consideration of the payment of the Purchase Price set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound:

1. Assignment. Seller does hereby assign, transfer, convey and deliver to SAC, free and clear of all Claims, all of Seller's right, title and interest, legal and equitable, in and to the Seller's assets set forth on Schedule 1 hereto. Seller warrants to SAC that on the date hereof, Seller is the true and lawful owner of the Transferred Assets, holds good, absolute and marketable title in and to all of the Transferred Assets, has full corporate power and authority to sell and convey the same, in each case free and clear of any and all Claims. Seller shall at any time and from time to time, execute and deliver to SAC all other and further agreements, assignments, conveyances, deeds and other instruments necessary to vest in SAC full right, title and interest in or to any of the property or other interest in property which this instrument purports to transfer to SAC. It is understood that contemporaneously with the execution and delivery of this Assignment, Seller may also be executing and delivering to SAC certain assignments and other instruments of transfer which cover certain of the Transferred Assets, the purpose of which is to supplement, facilitate and otherwise implement the transfer intended hereby.

2. Miscellaneous. This Assignment shall be construed under the laws of the State of Delaware. Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer the day and year first above written.

CLINFORCE, L.L.C.

By: 
Irene Eisgrau Goldstoff, Manager

Transferred Assets

(a) Generally. Cash, accounts receivable, business agreements, property, equipment, inventory, goodwill, supplier lists, customer lists, prepaid insurance, licenses and permits, processes, service marks, trade secrets, computers and computer equipment, files and other records (other than corporate record books), systems and processes, security deposits, memberships, contracts, leasehold interests, leasehold and other improvements, machines, machinery, equipment, furniture, fixtures, supplies, all rights and claims under insurance policies and other contracts of whatever nature, and all causes of action, claims and demands by the Seller relating to all of the foregoing items;

(b) Name and Related Items. The name "ClinForce, L.L.C." and any variants thereof, all copyrights, copyright applications, trade names, trademarks, service marks and logos (whether or not registered) related thereto; the phone number (973) 538-1900, and the facsimile number (973) 538-1976 and other phone and facsimile numbers for the Business existing as of the Closing;

(c) Agreements and Contracts. All orders, bids, quotations, contracts, and other agreements with or related to past, present and prospective clients of the Business and all amendments, updates, customer files, lists, records, studies, surveys, reports, correspondence and other similar materials related to the foregoing;

(d) Employee Agreements and Information. All employment, nondisclosure, noncompetition and nonsolicitation agreements and contracts between the Seller and its employees and all rights thereunder and copies of all information for each employee of the Seller;

(e) Records. All books, records, lists and reports, including but not limited to, resumes and resume files, related to the Business whether or not currently being utilized by such Business;

(f) Electronic Data. All rights of the Seller in all electronic information and data related to the Business wherever located; and

(g) Additional Information. All sales, advertising and promotional literature and materials, advertising and advertising copy and other similar materials on which solely appears the name and such other materials which are currently in the possession of the stockholders of the Seller and/or the employees of the Seller on which appear the name ClinForce, or any form thereof.