



11-29-2000



101531063

MRO  
11/8/00

### 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  Change of Name

Other \_\_\_\_\_

Effective Date  
Month Day Year  
08112000

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year  
08112000

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/AK/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

**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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2269796"/>	<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.

Deborah M. Lodge

Name of Person Signing

*Deborah M. Lodge*  
Signature

11/8/2000

Date Signed

**CONFIRMATION AND NUNC PRO TUNC  
SERVICE MARK ASSIGNMENT**

THIS CONFIRMATION AND NUNC PRO TUNC SERVICE MARK ASSIGNMENT (this "Assignment") is made as of August 11, 2000, by INSTAFF PERSONNEL OF TEXAS, INC., a Texas corporation ("Assignor"), in favor of INSTAFF PERSONNEL, LLC, a Texas limited liability company ("Assignee").

WHEREAS, United States Patent and Trademark Office Registration No. 2,269,796, a copy of which is attached hereto as Exhibit A (the "Registration"), indicates that A-1 Temporary Services, Inc., a Texas corporation, is an owner of the service mark "INSTAFF" (the "Mark");

WHEREAS, pursuant to those certain Articles of Amendment to the Articles of Incorporation of A-1 Temporary Services, Inc. filed in the Office of the Secretary of State of Texas on February 1, 1999, a copy of which is attached hereto as Exhibit B, the name of A-1 Temporary Services, Inc. was changed to InStaff Personnel of Texas, Inc.;

WHEREAS, as of the date hereof, Assignor has entered into that certain Contribution and Purchase Agreement (the "Contribution and Purchase Agreement") among InStaff Holding Corporation ("Buyer"), North Texas Opportunity Fund LP, and the other persons named on the signature pages thereto;

WHEREAS, pursuant to Section 3.11 and Schedule 3.11 of the Contribution and Purchase Agreement, Assignor has represented to Buyer that the Mark is owned by Assignee; and

WHEREAS, Assignor desires to execute and deliver this Assignment in order to (i) effect compliance with the representations and warranties made in Section 3.11 and Schedule 3.11 of the Contribution and Purchase Agreement, and (ii) fulfill the manifest intent of the Contribution and Purchase Agreement that Buyer become the beneficial owner of any and all right, title, and interest of Assignor in and to the Mark, the Registration, any state and foreign registrations of the Mark, and the goodwill of the business symbolized by the Mark;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Ownership of Mark. Assignor hereby transfers, assigns, and conveys to Assignee any and all right, title, and interest of Assignor in and to (i) the Mark, (ii) the Registration, (iii) any state and foreign registrations of the Mark, and (iv) the goodwill of the business symbolized by the Mark (collectively, the "Assigned Interest").

2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that (i) Assignor has not pledged, assigned, hypothecated, or otherwise encumbered all or any portion of the Assigned Interest, and (ii) Assignor has the power and authority to assign the

12139.103:126413.2

**TRADEMARK  
REEL: 002182 FRAME: 0575**

Assigned Interest in accordance with this Assignment. The foregoing representations and warranties of Assignor shall survive the consummation of the assignment made herein.

3. Future Cooperation on Subsequent Documents. Assignor agrees to cooperate at all times from and after the date hereof with respect to the supplying of any information requested by Assignee regarding any of the matters described in this Assignment, and Assignor agrees to execute such further documents and perform such further acts as may be reasonably requested or appropriate for the purpose of giving effect to or evidencing the assignment made herein.

4. Successors and Assigns. This Assignment shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

5. Governing Law. This Assignment is intended to be performed in the State of Texas, and the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Assignment.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

INSTAFF PERSONNEL OF TEXAS, INC.

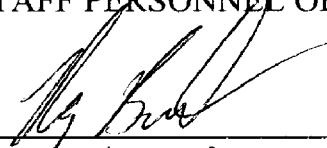
By:   
Name:           RANDY BUCKHART            
Title:           CHIEF OPERATING OFFICER

Exhibit A

The Registration

[See attached]

Int. Cl.: 35

Prior U.S. Cls.: 100, 101, and 102

Reg. No. 2,269,796

**United States Patent and Trademark Office**

Registered Aug. 10, 1999

**SERVICE MARK  
PRINCIPAL REGISTER**

**INSTAFF**

A-1 TEMPORARY SERVICES, INC. (TEXAS CORPORATION)  
15303 DALLAS PARKWAY, SUITE 1310 - LB3  
DALLAS, TX 75248 AND

DALLAS, TX 75248

WAGGONER PERSONNEL, LLC (TEXAS LIMITED LIABILITY COMPANY)  
15303 DALLAS PARKWAY, SUITE 1310 - LB3  
DALLAS, TX 75248 AND

FOR: PERSONNEL PLACEMENT AND RECRUITMENT SERVICES AND TEMPORARY EMPLOYMENT AGENCY SERVICES, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 12-0-1997; IN COMMERCE 12-0-1997.

A-1 TEMPORARY SERVICES II, LLC (TEXAS LIMITED LIABILITY COMPANY)  
15303 DALLAS PARKWAY, SUITE 1310 - LB3

SN 75-392,756, FILED 11-17-1997.

CHAD O'HARA, EXAMINING ATTORNEY

Exhibit B

Articles of Amendment to the Articles of Incorporation of  
A-1 Temporary Services, Inc.

[See attached]



**The State of Texas**

**Secretary of State**

**CERTIFICATE OF AMENDMENT**

**FOR**

**INSTAFF PERSONNEL OF TEXAS, INC.**

**FORMERLY**

**A-1 TEMPORARY SERVICES, INC.  
CHARTER NUMBER 01335344**

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS, HEREBY CERTIFIES THAT THE ATTACHED ARTICLES OF AMENDMENT FOR THE ABOVE NAMED ENTITY HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SECRETARY OF STATE, AND BY VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS CERTIFICATE OF AMENDMENT.

DATED FEB. 1, 1999

EFFECTIVE FEB. 1, 1999



A handwritten signature in black ink, appearing to read "Elton Bomer".

Elton Bomer, Secretary of State