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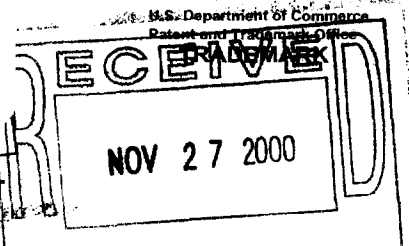
12-15-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-27-00



101554218



**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
10 30 00

Conveying Party

Mark if additional names of conveying parties attached

Name Staffing Solutions Holding Company 1, Inc. Execution Date
Month Day Year
10 30 00

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 Staffing Solutions Southwest, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1040 Crown Pointe Parkway, Suite 1040

Address (line 2) _____

Address (line 3) Atlanta GA 30338
City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Georgia

12/15/2000 6TOM11 00000014 75433691

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 250.00 OP

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: 2194 FRAME: 0929**

Domestic Representative Name and Address

Enter for the first Receiving Party only.

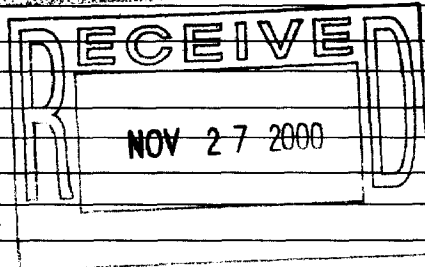
Name

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" value="75/433,691"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,001,255"/>	<input type="text" value="2,002,862"/>	<input type="text" value="2,001,252"/>
<input type="text" value="78/028,751"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,966,983"/>	<input type="text" value="2,001,254"/>	<input type="text" value="1,816,089"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,970,221"/>	<input type="text" value="1,950,471"/>	<input type="text" value="2,185,248"/>

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.

Wendy Houser

Name of Person Signing

Wendy Houser

Signature

11/29/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

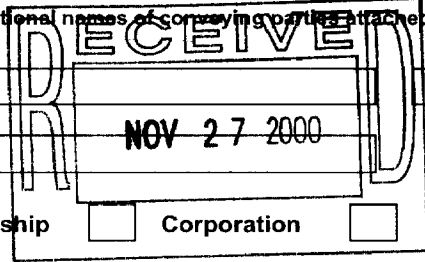
FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached



Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

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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)

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is entered into this 30th day of October, 2000, by and between STAFFING SOLUTIONS HOLDING COMPANY 1, INC., a Delaware corporation ("Owner"), and STAFFING SOLUTIONS SOUTHWEST, INC., a Georgia corporation ("Purchaser").

WHEREAS, pursuant to that certain Purchase Agreement dated October 6, 2000, by and among Career Solutions Holding Company, Career Solutions Acquisition Corporation, Career Blazers LLC ("Career Blazers") and certain direct and indirect subsidiaries of Career Blazers, as amended by that certain Amendment to the Purchase Agreement dated October 27, 2000 (as so amended, "Purchase Agreement"), by and among Employment Solutions Holding Company f/k/a Career Solutions Holding Company, Employment Solutions Management, Inc. f/k/a Career Solutions Acquisition Corporation, Career Blazers and certain direct and indirect subsidiaries of Career Blazers, Career Blazers has agreed to sell to Career Solutions Acquisition Corporation or a Purchasing Affiliate, and Career Solutions Acquisition Corporation or a Purchasing Affiliate has agreed to purchase, for the consideration and upon the terms and conditions set forth in the Purchase Agreement, all of Career Blazers' and certain of its subsidiaries' rights, title and interest in and to the Purchased Assets as the same are described in the Purchase Agreement;

WHEREAS, Purchaser is a wholly-owned subsidiary of Employment Solutions Management, Inc. f/k/a Career Solutions Acquisition Corporation;

WHEREAS, Owner is the owner of certain Intellectual Property (as defined below) which it desires to assign to Purchaser;

WHEREAS, Purchaser, with its principal place of business at 1040 Crown Pointe Parkway, Suite 1040, Atlanta, Georgia 30338, desires to acquire all of Owner's right, title and interest in and to the Intellectual Property, as purchaser of that part of Owner's business, ongoing and existing, to which the Intellectual Property pertains;

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Owner and Purchaser agree that, for purposes of this Assignment, Intellectual Property of Owner shall mean (i) all patents, patent applications, patent disclosures and inventions, whether or not patentable; (ii) all trademarks and service marks, including but not limited to those trademarks and service marks listed on Schedule A hereto, together with the goodwill of the business symbolized by those marks, and any registrations and applications for registration thereof; (iii) all trade dress,

trade names and corporate names, together with the goodwill of the business symbolized by those names, and registrations and applications for registration thereof; (iv) all copyrights, including but not limited to those copyrights listed on Schedule B hereto, and registrations and applications for registration thereof; (v) all computer software, data and documentation; (vi) all mask works; (vii) all trade secrets and other confidential information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, manufacturing and production processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information); (viii) any other intellectual property rights of Owner; and (ix) copies and tangible embodiments of any of the foregoing (in whatever form or medium); provided, however, Intellectual Property shall not include assets that are specifically not being conveyed pursuant to the terms of the Purchase Agreement.

2. Owner hereby assigns, transfers and conveys to Purchaser all of Owner's right, title and interest in and to the Intellectual Property of Owner, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.
3. This Assignment shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

[Signatures on Following Page]

IN WITNESS WHEREOF, each party hereto has caused this Assignment to be executed, all as of the day and year first above written.

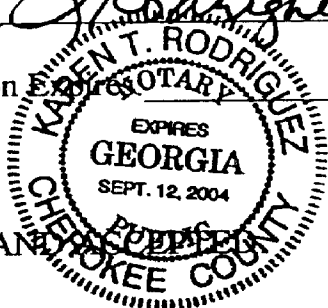
STAFFING SOLUTIONS HOLDING COMPANY 1, INC.

By: *Michael Ferrentino*
Name: Michael Ferrentino
Title: ~~Vice~~ President

STATE OF Georgia :
COUNTY OF Fulton :

On this ____ day of October, 2000, before me, a Notary Public in and for the State and County aforesaid, personally appeared Michael Ferrentino known by me to be the person above named and an officer of Staffing Solutions Holding Company 1, Inc., duly authorized to execute this Assignment of Intellectual Property on behalf of Staffing Solutions Holding Company 1, Inc., who signed and executed the foregoing instrument on behalf of Staffing Solutions Holding Company 1, Inc.

Karen T. Rodriguez
Notary Public
My Commission Expires _____



ACKNOWLEDGED AND ACCEPTED BY:
STAFFING SOLUTIONS SOUTHWEST, INC.

By: *Michael D. Long*
Name: Michael D. Long
Title: Vice President

SCHEDULE A
TRADEMARK APPLICATIONS AND REGISTRATIONS

<u>Trademark</u>	<u>Number</u>	<u>Application/Registration Date</u>
[Staffing Solutions Triangle Design]	2,001,255	Sept. 17, 1996
VIP-Value in Partnering	75/433,691	Feb. 10, 1998
ProfitPartners	1,966,983	April 9, 1996
ProfitPartners (and design)	1,970,221	April 23, 1996
Protonics	2,002,862	Sept. 24, 1996
Protonics (and design)	2,001,254	Sept. 18, 1996
ResourceMFG	1,950,471	Jan. 23, 1996
ResourceMFG (and design)	2,001,252	Sept. 17, 1996
Staffing Solutions	1,816,089	Jan. 11, 1994
StaffingResources, Inc. (and design)	2,185,248	Sept. 1, 1998

COMMON LAW TRADEMARKS

ProLogistix

SCHEDULE B
COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Number</u>	<u>Registration Date</u>
GuestFirst (logo)	TX4-186-877	Aug. 23, 1995
MacStaffing (logo)	TX4-186-872	Aug. 23, 1995
PowerStaff (logo)	TX4-186-875	Aug. 23, 1995
PowerTemps (logo)	TX4-186-873	Aug. 23, 1995
PrintResources (logo)	TX4-186-870	Aug. 23, 1995
ProfitPartners (logo)	TX4-186-871	Aug. 23, 1995
ResourceMFG (logo)	TX4-186-876	Aug. 23, 1995
Skills Inventory I & Electronic Skills Inventory II	TXu682-457	Jan. 23, 1996

ATL01/10838455v4

RECORDED: 11/27/2000

TRADEMARK
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