

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**VOLKART MAY & ASSOCIATES, INC.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State Minnesota  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: **STAFFING NOW, INC.**

Internal Address: Regency West VI  
Street Address: 4600 Westown Parkway, Suite 113  
City: West Des Moines State: Iowa Zip: 50266

Individual(s) citizenship \_\_\_\_\_  
 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  
(Designations must be a separate document form assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

Execution Date: April 25, 2001

4. Application number(s) or registration number(s): **2,429,396**  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Kirk M. Hartung  
Internal Address: \_\_\_\_\_  
Street Address: 801 Grand, Suite 3200  
City: Des Moines State: IA Zip: 50309-2721

6. Total number of applications and registrations involved: 1

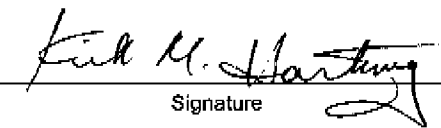
7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed [Please charge any deficiency or credit any overpayment to Deposit Account No. 26-0084]  
 Authorized to be charged to deposit account

8. Deposit account number: 26-0084  
(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.*

**KIRK M. HARTUNG**  
Name of Person Signing

  
Signature

May 15, 2001  
Date

Total number of pages including cover sheet, attachments, and document: 3

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

**TRADEMARK ASSIGNMENT AGREEMENT**

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (the "Agreement") is entered into as of 4/25, 2001 by and between Volkart May & Associates, Inc., a Minnesota corporation having an address of Interchange Tower, Suite 630, 600 South Highway 169, Minneapolis, Minnesota 55426-1286 ("Assignor") and Staffing Now, Inc., a Delaware corporation having its principal place of business at 4600 Westown Parkway, Regency West VI, Suite 113, West Des Moines, Iowa 50266 ("Assignee").

**WHEREAS**, Assignor has adopted, used, owns and is using the mark "STAFFNOW!", as registered with the United States Patent and Trademark Office, Registration No. 2,429,396, on February 20, 2001 in connection with employment agency services, namely, providing off site contract personnel placement and recruitment on a temporary and on-going basis with hiring options available (the "Registration");

**WHEREAS**, Assignee desires to acquire the entire right, title and interest in and to the mark STAFFNOW!, along with the Registration and the goodwill associated therewith (the "STAFFNOW! Trademark Rights") and certain other rights as set forth in Section 1; and

**WHEREAS**, the parties desire to continue to use the respective marks;

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Assignment. Assignor hereby sells, assigns, transfers and sets over unto Assignee, its successors and assigns, the entire right, title and interest in and to the STAFFNOW! Trademark Rights, together with that portion of the good will of the business of Assignor connected with the use of and symbolized by the trademark included in the STAFFNOW! Trademark Rights and the know how associated with and necessary to control the nature and quality of goods associated with the STAFFNOW! Trademark Rights, all common law rights and all causes of action, past, present and future for infringement of the STAFFNOW! Trademark Rights.

Section 2. Further Assurances. Assignor further covenants and agrees that it will, at any time upon request, execute and deliver any and all documents that may be necessary or desirable to perfect the title to the STAFFNOW! Trademark Rights in Assignee, its successors and assigns, and that it will, at any time upon request, communicate to Assignee, its successors and assigns, such facts relating to the STAFFNOW! Trademark Rights or the history thereof as may be known to it.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed by its signature below:

Volkart May & Associates, Inc.

By: 

Name: Bruce Volkart, Chief Executive Officer

Dated: April 25, 2001

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