

04-27-2001

# CORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office



101689756

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

1. Name of conveying party(ies):

All Staff, Inc.

4.13.01

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

2. Name and address of receiving party(ies)

Name: Allstaff Management, Inc.

Street Address: 575-K Old Norcross Road  
Lawrenceville, Georgia 30045

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other:

Execution Date: March 7, 2001

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Georgia
- Other:

If assignee is not domiciled in the Unites States, a domestic representative designation is attached  yes  no  
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. B. Trademark Registration No. 2,076,615

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Sarah Anne Keefe, Esq.  
WOMBLE CARLYLE SANDRIDGE & RICE, PLLC  
One Atlantic Center  
1201 West Peachtree Street  
Suite 3500  
Atlanta, Georgia 30309  
(404) 888-7398  
(404) 870-2417 (fax)



04-13-2001

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #73

04/26/2001 BAHMED1 00000302 2076615

01 FC:481

40.00 DP

**DO NOT USE THIS SPACE**

6. Total number of applications/trademarks involved: [ 1 ]

7. Total fee (37 CFR 3.41) \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit Account Number:

50-0517

(Attach duplicate copy of this page if paying by Deposit Account)

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.*

Sarah Anne Keefe

Name of Person Signing

Signature

4/12/01

Date

Total number of pages including cover sheet, attachments, and document: [ 4 ]

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



04-13-2001

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #73

# ASSIGNMENT OF SERVICE MARK

*THIS ASSIGNMENT OF SERVICE MARK* (this "Assignment"), dated as of March 7, 2001 (the "Effective Date"), is made between All Staff, Inc., with a principal place of business at 710 E. Kimberly Road, Davenport, IA 52807 ("Assignor"), and Allstaff Management, Inc., a Georgia corporation with a principal place of business at 575-K Old Norcross Road, Lawrenceville, Georgia 30045 ("Assignee").

*WHEREAS*, Assignor is the owner of, and desires to assign to Assignee all right, title and interest in and to, the marks ALL STAFF and ALL STAFF INC. and United States Service Mark Registration Number 2,076,615 for ALL STAFF INC. (collectively, the "Mark"), together with any and all goodwill of the business associated with the Mark; and

*WHEREAS*, Assignee desires to acquire the Mark and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

*WHEREAS*, Assignor and Assignee desire to confirm of record the assignment of the Mark to Assignee;

*NOW, THEREFORE*, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- A. Assignor hereby assigns to Assignee all right, title and interest in and to the Mark, together with (i) the goodwill and business symbolized by the Mark; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Mark; and (iii) any royalties or other consideration owed in connection with use of the Mark.
- B. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Mark and all other rights hereby conveyed.
- C. In consideration of the assignment of the Mark to Assignee, Assignee agrees to pay Assignor the sum of three thousand two hundred and fifty dollars (\$3,250.00). Assignor acknowledges the receipt and sufficiency of this consideration.
- D. Assignor agrees to not disclose the existence and terms of this Assignment to third parties and to keep same confidential.
- E. Assignee will file this Assignment for recordal with the United States Patent and Trademark Office and pay the necessary filing fees.

- F. Assignor agrees that at no time will it contest or challenge the validity of this Assignment, Assignee's ownership of the Mark or the validity of the Mark. Assignor agrees that it will not assist any other party in doing same.
- G. Assignor is <sup>to the best of its knowledge, JWH</sup> the exclusive owner of United States Service Mark Registration 2,076,615. No other party is licensed to use the Mark or has an interest in the Mark.
- H. Assignor represents and warrants that <sup>to the best of its knowledge JWH</sup> (i) it has the right to make the assignment of the Mark and goodwill effected herein; (ii) it has made and will, during the phase out period discussed in Section K, make no fraudulent or illegal use of the Mark; (iii) any and all use of the Mark has been in full compliance with state and federal laws; (iv) the registration of the Mark is valid and in full force and effect; (v) the use of the Mark has been valid and uninterrupted since at least as early as February 1, 1994; (vi) all registration and maintenance fees associated with the Mark through the Effective Date have been timely paid; (vii) there are no contracts related to the Mark; (viii) it will not enter into any contracts related to the Mark; (ix) it has not received any claim or notice of any claim by any party related to the Mark; (x) there is no pending or threatened litigation related to Mark; (xi) it has not pledged and will not pledge the Mark or goodwill as security for any debt or obligation; (xii) no party has a security interest in the Mark or goodwill; and (xiii) there are no liens or other interests related to the Mark or goodwill.
- I. This Assignment, when executed and delivered, shall constitute a valid and binding agreement, enforceable upon the parties in accordance with its terms, except as limited by (i) bankruptcy and other laws affecting the enforcement of creditors' rights or contractual obligations generally and (ii) general principles of equity (whether the enforceability of this Assignment is considered in a proceeding in equity or at law).
- J. Neither the execution and delivery of this Assignment nor the consummation of the transactions contemplated hereby is an event which, of itself or with the giving of notice or the passage of time or both, (i) constitutes a violation of or will conflict with or result in any material breach of the terms, conditions or provisions of any judgment, law or regulation to which a party is subject, or of any agreement or instrument to which either party is a party or by which it is bound; (ii) will result in the creation or imposition of any lien, charge or encumbrance of any nature on the Mark.
- K. Assignor may phase out its use of the Mark. Assignor may continue to use its existing inventory of materials bearing the Mark for 3 months from the Effective Date. By the end of the expiration of this 3 month period, Assignor will change its corporate name to a name that does not include "ALL STAFF" in any form and cease any and all use of the Mark. During this phase out period, Assignor will in no way expand its use of the Mark in a manner which it had not used previously. Assignor will not register or attempt to register the Mark during the phase out period or thereafter. Assignor will use the Mark during the phase out period in a lawful and tasteful manner and not in a manner which would tarnish or reflect badly upon Assignee.

- L. At no time will either party make any public statement critical of or disparaging to the other party, except in the event litigation is brought to enforce the terms of this Assignment.
- M. This Assignment constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes and cancels any and all prior agreements between the parties hereto relating to the subject matter. This Assignment may not be amended except by a writing signed by both parties hereto.
- N. This Assignment shall be governed by, and construed and enforced under the laws of the State of Georgia applicable to agreements entered into and performed within such State, without reference to the conflicts-of-law rules of such State.
- O. Subject to the terms hereof, Assignee accepts such assignment of the Mark.

*IN WITNESS WHEREOF*, the parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the day and year first above written.

**ASSIGNOR:**

ALL STAFF, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**ASSIGNEE:**

ALLSTAFF MANAGEMENT, INC.

By: \_\_\_\_\_

Jeffrey Reichel  
Chief Executive Officer

Signed before me this 7<sup>th</sup> day of

March, 2001.

Candace L. Parkhurst  
Notary

