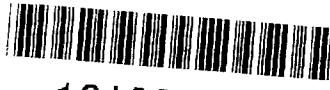


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Interim Services Pacific LLC

08/24/01

- Individual(s) Association General Partnership Limited Partnership Corporation-State LLC - Delaware 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: August 21, 2001

2. Name and address of receiving party(ies)

Name: Spherion U.S. Inc.

Internal Address: Attn: Law Department

Street Address: 2050 Spectrum Boulevard

City: Ft. Laud. State: FL Zip: 33309

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Florida Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See attached

B. Trademark Registration No.(s)

See attached

Additional number(s) attached Yes No

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

Name: Rochelle Ammiano

Internal Address: Attn: Law Department

Street Address: 2050 Spectrum Boulevard

City: Ft. Laud. State: FL Zip: 33309

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Rochelle Ammiano - Assoc. Counsel

Name of Person Signing

Signature

8/21/01

Date

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

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

08/28/2001 TDIAZI 00000146 75827825

01 FC:481 40.00 DP 02 FC:482 50.00 DP

TRADEMARK REEL: 002357 FRAME: 0789



ATTACHMENT TO PTO RECORDATION FORM

U.S. Trademarks/Service Marks Registrations/Applications

SARATOGA – Serial Number 75827825

SARATOGA CERTIFIED – Serial Number 75847812

SARATOGA ONLINE – Registration Number 2,415,610

ASSIGNMENT

This Assignment, effective August 21, 2001, is made from Interim Services Pacific LLC, a limited liability company of the State of Delaware, with its principal place of business at 2050 Spectrum Boulevard, Fort Lauderdale, Florida 33309-3008 (hereinafter "Assignor"), unto Spherion U.S. Inc., a corporation of the State of Florida, doing business at 2050 Spectrum Boulevard, Fort Lauderdale, Florida 33309-3008 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the following U.S. trademarks, servicemarks and tradenames:

U.S. Trademarks/Servicemarks Registrations/Applications

SARATOGA – Serial Number 75827825

SARATOGA CERTIFIED – Serial Number 75847812

SARATOGA ONLINE – Registration Number 2,415,610

WHEREAS, Assignor represents it has made no prior agreements, licenses, assignments, or pledges as collateral, nor taken any acts which interfere with Assignor's sole and exclusive rights in said trademarks/servicemarks.

WHEREAS, Assignor wishes to assign and Assignee wishes to receive the entire right, title and interest in each of said trademarks/servicemarks, together with the goodwill of the business with which said marks are used.

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

1. Assignor hereby assigns to Assignee, its successors, licensees and assigns, all rights, title and interest in and to said trademarks/and goodwill appurtenant thereto; the same, which are or may be granted, renewed or reissued, to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor, if this Assignment had not been made.

2. Assignor agrees, upon the request of Assignee, to execute any necessary and proper oaths or affidavits relating to said trademarks/servicemarks as required for the renewal, validation of use or status or extension that Assignee, which in the opinion of counsel for Assignee, may deem necessary or expedient.

3. Assignor agrees, upon the request of Assignee, in the event said trademarks/servicemarks become involved in a trademark controversy or opposition, to cooperate to the best of its ability with Assignee in the matters of giving and producing evidence in support and by preparing and executing documents therefore, and further to perform, upon such request, any and all affirmative acts to obtain said trademarks/servicemarks and vest all rights therein hereby conveyed in the Assignee.

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all said trademark/servicemark registrations which are or may be granted, renewed or reissued, to the Assignee and hereby covenants that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not


execute, any agreements in derogation thereof.

5. Assignee, by the execution of this Assignment, hereby accepts the aforesaid.

IN WITNESS WHEREOF, each of the parties has caused these presents to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed.

Assignor:

INTERIM SERVICES PACIFIC LLC



Lisa G. Iglesias – Secretary/Vice President

Assignee:

SPHERION U.S. INC.



Bruce T. Petersen – Asst. Treasurer