

02-27-2002



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101994483

JEET

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Submission Type

☒ New

☐ Resubmission  
Document ID#

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☐ Correction of PTO Error

Reel #

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Reel #

Frame #

Conveyance Type

☐ Assignment

☐ License

☐ Security

☐ Nunc Pro Tunc Assignment

☐ Merger

☐ Change of Name

☒ Other

Assignment Pursuant to Bankruptcy Order

Effective Date

Month Day Year

11/19/01

Conveying Party

☐ Mark if additional names of conveying parties attached

Name

Mega Force Staffing Services, Inc.

Execution Date

Month Day Year

11/19/01

Formerly

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization

North Carolina

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

Mega Force Acquisition Corp.

DBA/AKA/TA

Composed of

Address (line 1)

1001 Hay Street

Address (line 2)

Address (line 3)

Fayetteville

North Carolina

28305-3449

City

State/Country

Zip Code

☐ Individual

☐ General Partnership

☐ Limited Partnership

☒ Corporation

☐ Association

☐ Other

☒ Citizenship/State of

Incorporation/Organization

North Carolina

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.)

02/26/2002 DBYRNE 00000048 1930074

FOR OFFICE USE ONLY

01 FC:481

02 FC:482

40.00 OR

25.00 OR

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**Domestic Representative Name and Address**

Enter for the first Receiving Party Only.

Name

N/A

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number (919) 286-8000

Name

Joyce W. Jenzano

Address (line 1)

Moore &amp; Van Allen, PLLC

Address (line 2)

2200 West Main Street

Address (line 3)

Suite 800

Address (line 4)

Durham, North Carolina 27705

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

7

**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)

1,930,074

1,450,001

**Number of Properties**

Enter the total number of properties involved.

#

2

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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:

#

13-4365

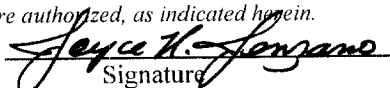
Authorization to charge additional fees:

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.

Joyce W. Jenzano

Name of Person Signing

  
Signature

1-9-02

Date Signed

PLEADING

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF INDIANA  
SOUTH BEND DIVISION

IN RE:

CORPORATE STAFFING  
RESOURCES, INC., *et al.*,

Debtors.

CASE NO. 01-35325  
CHAPTER 11

(Jointly Administered)

**ORDER APPROVING AND AUTHORIZING THE DEBTORS  
TO (I) SELL TO MEGA FORCE ACQUISITION CORP. AND THE HAMILTON-  
RYKER GROUP, LLC CERTAIN TANGIBLE AND INTANGIBLE PERSONAL  
PROPERTY FREE AND CLEAR OF LIENS AND INTERESTS AND (II) ASSUME  
AND ASSIGN TO MEGA FORCE ACQUISITION CORP. AND THE HAMILTON-  
RYKER GROUP, LLC CERTAIN LEASES AND EXECUTORY CONTRACTS**

At South Bend, Indiana, this 19 day of November, 2001.

THIS MATTER came before this Court for hearing on November 19, 2001, upon the October 26, 2001 motion of Corporate Staffing Resources, Inc. and three of its subsidiaries (collectively, the "Debtors"), for entry of an Order (I) Approving (A) Contracts With Mega Force Acquisition Corp., The Hamilton-Ryker Group, LLC and CSR Group, Inc., Subject to Higher and Better Offers, For the Purchase, Sale and Assignment of Debtors' Operating Division, Free and Clear of Liens, Claims and Encumbrances..." (the "Motion"). Under the Motion, the Debtors seek permission to (i) sell certain tangible and intangible property of the Debtors to Mega Force Acquisition Corp. ("MFAC"), The Hamilton-Ryker Group, LLC ("HRG") and CSR Group, Inc., or to any other person or entity which may properly and successfully bid for certain of one or more of the Debtors' assets, and (ii) assume and assign to the successful buyers certain real and personal property leases and executory contracts.

21. Pursuant to Section 105(a) of the Bankruptcy Code and as allowed by Rules 8005, 6004(g) and 6006(d), and notwithstanding Rule 7062, this Order is and shall be effective and enforceable immediately upon entry, and the 10-day stay set forth in Rules 6004(g) and 6006(d) is hereby vacated.

22. The Debtors shall file with the Court, and serve a copy on the United States Trustee, a report informing the Court as to the status of the transactions approved by this order within ten (10) days after the Closing Date.

IT IS SO ORDERED.

This 19<sup>th</sup> day of November, 2001.

  
UNITED STATES BANKRUPTCY JUDGE

DISTRIBUTION ATTACHED

A:\Sale Order Clean.DOC

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of October 30, 2001, by and between Mega Force Staffing Services, Inc., a North Carolina corporation ("MFSS" or "Seller"), and Mega Force Acquisition Corp., a North Carolina corporation ("Buyer").

### RECITALS

A. Seller, a wholly-owned or controlled affiliate of Corporate Staffing Resources, Inc., a Delaware corporation ("Parent"), operates a temporary staffing business (the "Business").

B. In conjunction with the operation of the Business, Seller owns or uses certain assets including, without limitation, the Personal Property Leases (as hereafter defined), the Realty Leases (as hereafter defined), contract rights, intangibles (including tradenames, trademarks and other intellectual property) and accounts receivable (whether billed or unbilled), which assets are described in more detail on the attached Exhibit A (the "Assets"). The Assets, other than the Realty Leases, are subject to first priority security interests in favor of ING (U.S.) Capital, LLC, Bank Austria Creditanstalt Corporate Finance, Inc., and Societe Generale (collectively, the "Lenders").

C. Seller, Parent and certain of their affiliates are believed to be insolvent (on a balance sheet basis) and are intending to file bankruptcy petitions under chapter 11 of title 11, U.S.C. (the "Bankruptcy Code") on or about October 25, 2001 in the U.S. Bankruptcy Court for the Northern District of Indiana, South Bend Division (the "Bankruptcy Court"). The parties to this Agreement acknowledge and understand that this Agreement, and both parties' duties hereunder, shall be subject to certain conditions precedent, including notice and a hearing before the Bankruptcy Court.

D. Buyer desires to purchase the Assets on the terms and subject to (i) the conditions set forth in this Agreement, and (ii) Bankruptcy Court approval hereof.

E. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Bankruptcy Code.

### AGREEMENT

NOW THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

(l) Notwithstanding anything to the contrary set forth herein, Buyer and Seller, in their sole and absolute discretion, may waive any or all of the conditions set forth herein.

#### ARTICLE 4 COVENANTS PENDING AND AFTER CLOSING

The parties hereto agree as follows:

4.1 General. Each of the parties hereto shall use commercially reasonable efforts to (a) take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement, and (b) cause the fulfillment on the earliest practicable date of all conditions to their respective obligations hereunder.

4.2 Notices and Consents. Seller shall use best efforts to give any notices to creditors or third parties as may be required by the Bankruptcy Court, Bankruptcy Code, or custom and practice, and will use commercially reasonable efforts to consummate the transactions contemplated by this Agreement.

4.3 Notice of Developments. Seller will give prompt written notice to the other party of any material adverse change in the Business, financial condition, assets or prospects of Sellers or the Assets.

4.4 Actions with Respect to Tradenames and Trademarks. Seller, by and for itself and its successors and assigns (including any bankruptcy trustee which may be appointed in Seller's bankruptcy case), hereby covenants that it will not (i) grant any third party a license to use any trade name or trademark of Seller, (ii) sell, transfer, assign or otherwise convey to any third party and trade name or trademark of Seller or any right of sue of any trade name or trademark of Seller, or (iii) take any other action that impairs or may impair the value to Buyer of any trade name or trademark of Seller; provided, however, that Seller may continue to use its tradename in the Seller's bankruptcy case, to wind up Seller's affairs, and for the purpose of collecting the Stale Accounts; provided further, that neither Seller nor Parent shall use any such trade name or trademark in any manner with the intent to mislead, or effect of misleading, third parties with respect to the separate existence of Seller and Buyer.

4.5 Payment Obligations of Seller. Seller shall pay and satisfy, or make arrangements satisfactory to Buyer to pay and satisfy, (i) all payroll obligations for Seller's employees for the week ending November 11, 2001 and (ii) all office operating expenses and overhead (including direct staff payroll and associated taxes) and worker's compensation coverage obligations and expenses for the period from October 25, 2001 through the Closing.

4.6 Post-Closing Duties. If any further action is necessary or reasonably desirable to carry out the purposes of this Agreement, each of the parties hereto will take such further action (including, without limitation, the execution and delivery of such further instruments and documents) as any other party reasonably may request.

## Exhibit A

### The Assets

The Assets consist of certain assets and properties of Seller ("Grantor") as follows:

All present and future accounts, accounts receivable, customer contracts, contract rights (including, without limitation, rights with respect to the executory contracts identified on the attached Exhibit A.3, rights under telephone company service contracts (including all telephone numbers used in the Business on and prior to the Closing Date), and rights to the Seller's existing collection lockbox at Keybank, N.A.), rights to payment, instruments, documents, chattel paper, security agreements, guaranties, undertakings, surety bonds, notes and drafts, and all forms of obligations owing to Grantor or in which Grantor may have any interest, however created or arising and whether or not earned by performance;

All goodwill, trade secrets, computer programs, software, customer lists, trademarks and trade names (including, without limitation, "Mega Force" and "Mega Force Staffing Services") patents, licenses, copyrights, technology, processes, proprietary information of which Grantor is a beneficiary;

Those real estate leasehold interests with respect to those locations identified on the attached Exhibit A.1 and those personal property leasehold interests identified on the attached Exhibit A.2;

All present and future books and records, including, without limitation, books of account and ledgers of every kind and nature, all electronically recorded data relating to Grantor or the business thereof, all receptacles and containers for such records, and all files and correspondence;

All present and future goods, including, without limitation, all consumer goods, inventory, equipment, machinery, tools, furniture, furnishings, fixtures, trade fixtures, motor vehicles, and all other goods used in connection with or in the conduct of Grantor's business;

All present and future inventory and merchandise;

All present and future accessions, appurtenances, components, repairs, repair parts, spare parts, replacements, substitutions, additions, issue and/or improvements to or of or with respect to any of the foregoing;

All rights, remedies, powers and/or privileges of Grantor with respect to any of the foregoing; and

Any and all proceeds and products of any of the foregoing.

but excluding (A) leased equipment identified on the attached Exhibit A.4, (B) leasehold interests in real estate not identified on Exhibit A.1, including those premises having a street address of 130 S. Main St., South Bend, IN and commonly known as Leighton Plaza Office Building, and (C) (1) that certain Amended, Restated and Substituted Promissory Note dated September 30, 2000, payable by H. Ronald Stone to the order of Parent in the aggregate principal amount of \$402,000, together with all amounts of principal, interest and other costs and charges that may be due or become due thereunder; and (2) that certain Amended, Restated and Substituted Promissory Note dated September 30, 2000 payable by Jerry F. Stone to the order of Parent in the aggregate principal amount of \$158,100, together with all amounts of principal, interest and other costs and charges that may be due or become due thereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.


Mega Force Staffing Services, Inc.

Mega Force Acquisition Corp.

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

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

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

Printed: Jerry F. Stone

Title: President

For purposes of Sections 4.4, 5.1, and 6.9 only:


Corporate Staffing Resources, Inc.

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

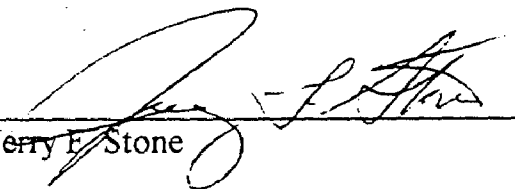
Printed: \_\_\_\_\_

Title: \_\_\_\_\_

For purposes of Section 6.9 hereof only:

 \_\_\_\_\_

H. Ronald Stone

 \_\_\_\_\_

Jerry F. Stone



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

Mega Force Staffing Services, Inc.

Mega Force Acquisition Corp.

By: D. Abrams

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

Printed: DAVID ABRAMS

Printed: \_\_\_\_\_

Title: RESPONSIBLE PERSON.

Title: \_\_\_\_\_

For purposes of Sections 4.4, 5.1, and 6.9 only:

Corporate Staffing Resources, Inc.

By: D. Abrams

Printed: DAVID ABRAMS

Title: RESPONSIBLE PERSON.

For purposes of Section 6.9 hereof only:

\_\_\_\_\_  
H. Ronald Stone

\_\_\_\_\_  
Jerry F. Stone