

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

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TQ: 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
Effective Date
Month Day Year _____
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Career Rewards, Inc.

01/04/02

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 Manpower Professional Services, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 5301 North Ironwood Road

Address (line 2) P.O. Box 2053

Address (line 3) Milwaukee

Wisconsin

53201-2053

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 Wisconsin

FOR OFFICE USE ONLY

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

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REEL: 002452 FRAME: 0968

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U.S. Department of Commerce
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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="76/085,324"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/085,321"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="76/085,320"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Robert L. Titley

R. L. Titley
Signature

4/23/2002
Date Signed

Name of Person Signing

TRADEMARK ASSIGNMENT

WHEREAS, CAREER REWARDS, INC., a Delaware corporation ("Assignor"), owns all right, title, and interest in United States Trademark Applications Ser. No. 76/085,320 for the mark CAREERREWARDS, Ser. No. 76/085,321 for the mark TEAMREWARDS, and Ser. No. 76/085,324 for the mark REFERRALPOWER and any and all related common law rights, including the goodwill associated therewith and symbolized thereby (the "Trademarks");

WHEREAS, MANPOWER PROFESSIONAL SERVICES, INC., a Wisconsin corporation ("Assignee"), is acquiring substantially all of the assets of Assignor pursuant to a certain Asset Purchase Agreement dated January 4th, 2002, between Assignor and Assignee (the "Asset Purchase Agreement"); and

WHEREAS, in connection with such Asset Purchase Agreement, Assignee shall acquire all rights throughout the world in and to the Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all right, title, and interest in and to the Trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.


Dated this ___ day of January, 2002.

Dated this 4th day of January, 2002.

CAREER REWARDS, INC.

MANPOWER PROFESSIONAL SERVICES, INC.

By: _____
Name: _____
Title: _____

By: 
Name: William J. Pfannenstiel
Title: Vice President Professional Ser

TRADEMARK ASSIGNMENT

WHEREAS, CAREER REWARDS, INC., a Delaware corporation ("Assignor"), owns all right, title, and interest in United States Trademark Applications Ser. No. 76/085,320 for the mark CAREERREWARDS, Ser. No. 76/085,321 for the mark TRAMREWARDS, and Ser. No. 76/085,324 for the mark REFERRALPOWER and any and all related common law rights, including the goodwill associated therewith and symbolized thereby (the "Trademarks");

WHEREAS, MANPOWER PROFESSIONAL SERVICES, INC., a Wisconsin corporation ("Assignee"), is acquiring substantially all of the assets of Assignor pursuant to a certain Asset Purchase Agreement dated ~~December 4, 2001~~ ^{January 2, 2002} between Assignor and Assignee (the "Asset Purchase Agreement"); and

WHEREAS, in connection with such Asset Purchase Agreement, Assignee shall acquire all rights throughout the world in and to the Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement, receipt of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all rights of action, powers, and benefits accrued thereto, including the right to sue for and collect damages and profits for past and future infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all right, title, and interest in and to the Trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of Assignor.

Dated this 4th day of ~~December~~ ^{January}, 2002.

Dated this ___ day of December, 2001.

CAREER REWARDS, INC.

MANPOWER PROFESSIONAL SERVICES, INC.

By: Kew Gierman
Name: Kew Gierman
Title: Vice President

By: _____
Name: _____
Title: _____

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