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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. 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): Norrell Services, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Spherion Pacific Enterprises LLC 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 Other limited liability company 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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date:

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, Esq. Internal Address: Law Department Spherion Corporation 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, Esq. Signature Date 5-15-02 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 23 All documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

07/05/2002 TDIAZ1

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01 FC:481 02 FC:482

40.00 OP 50.00 OP

ATTACHMENT TO TRADEMARK RECORDATION FORM

EXACT MATCH INTERVIEWER – NORRELL SERVICES (Serial 74/521,833 Reg. 2,067,471)

EXACT MATCH MATCHWEAR – NORELL SERVICES (& design) (Serial. 74/521,834 Reg. 2,067,472)

THE EXECUTIVE SPEAKER (& design) (Serial 74/128,633 Reg. 1,779,251)

## CHAIN OF EVENTS -- DOCUMENT SUMMARY

1. **Norrell Services Inc. merged into Norrell Corporation**
2. **Norrell Corporation transferred Intellectual Property to Interim U.S. Inc.**
3. **Interim U.S. Inc. transferred Intellectual Property to Interim Services Pacific LLC**
4. **Interim Services Pacific LLC transferred Intellectual Property to Interim Pacific Enterprises LLC**
5. **Interim Pacific Enterprises LLC changed its name to Spherion Pacific Enterprises LLC**

~~TRADEMARK~~

REEL: 002500 FRAME: 0392

State of Delaware  
Office of the Secretary of State

PAGE 1

①

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"MANZANITA RESOURCES, INC.", A ARIZONA CORPORATION,

~~"NORRELL SERVICES, INC.", A GEORGIA CORPORATION~~

"TASCOR INCORPORATED", A GEORGIA CORPORATION,

"TASCOR RESOURCES CORPORATION", A GEORGIA CORPORATION,

"VALLEY TEMPORARY SERVICES, INC.", A ARIZONA CORPORATION,

WITH AND INTO "NORRELL CORPORATION" UNDER THE NAME OF "NORRELL CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 1999, AT 9:02 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE SECOND DAY OF JANUARY, A.D. 2000.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



*Edward J. Freel*

Edward J. Freel, Secretary of State

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991562466

AUTHENTICATION: 0168428

DATE: 12-29-99

TRADEMARK  
REEL: 002500 FRAME: 0393

# Secretary of State

Corporations Division

315 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

DOCKET NUMBER : K93630066  
CONTROL NUMBER: H602799  
EFFECTIVE DATE: 01/02/2000  
REFERENCE : 0091  
PRINT DATE : 01/03/2000  
FORM NUMBER : 411

CSC NETWORKS, INC.  
DAVID HOLCOMB  
70 MANSELL CT. STE. 100  
ROSWELL GA 30076

## CERTIFICATE OF MERGER

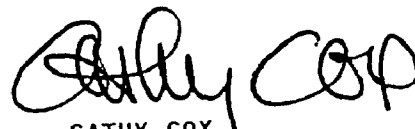
I, Cathy Cox, the Secretary of State of the State of Georgia, do hereby issue this certificate pursuant to Title 14 of the Official Code of Georgia annotated certifying that articles or a certificate of merger and fees have been filed regarding the merger of the below entities, effective as of the date shown above. Attached is a true and correct copy of the said filing.

### Surviving Entity:

NORRELL CORPORATION, A DELAWARE CORPORATION

### Nonsurviving Entity/Entities:

~~NORRELL SERVICES, INC., A GEORGIA CORPORATION~~  
TASCOR INCORPORATED, A GEORGIA CORPORATION  
TASCOR RESOURCES CORPORATION, A GEORGIA CORPORATION  
VALLEY TEMPORARY SERVICES, INC., AN ARIZONA CORPORATION  
MANZANITA RESOURCES, INC., AN ARIZONA CORPORATION

  
CATHY COX  
SECRETARY OF STATE



K93630066

CERTIFICATE OF MERGER

OF

~~NORRELL SERVICES, INC., a Georgia corporation~~ K02799

TASCOR RESOURCES CORPORATION, a Georgia corporation, K633062

TASCOR INCORPORATED, a Georgia corporation, K118510

VALLEY TEMPORARY SERVICES, INC., an Arizona corporation,

and

MANZANITA RESOURCES, INC., an Arizona corporation,

with and into

NORRELL CORPORATION, a Delaware corporation K915995

Pursuant to Sections 14-2-1104, 14-2-1105 and 14-2-1107 of the Georgia Business Corporation Code (the "Code"), NORRELL SERVICES, INC., a Georgia corporation ("Norrell Services"), TASCOR RESOURCES CORPORATION, a Georgia corporation ("Tascor Resources"), TASCOR INCORPORATED, a Georgia corporation ("Tascor Incorporated"), MANZANITA RESOURCES, INC., an Arizona corporation ("Manzanita Resources") and VALLEY TEMPORARY SERVICES, INC., an Arizona corporation ("Valley Temporary") (Norrell Services, Tascor Resources, Tascor Incorporated, Valley Temporary and Manzanita Resources are hereinafter collectively referred to as the "Merging Corporations") and NORRELL CORPORATION, a Delaware corporation, hereby submit the following Certificate of Merger in connection with the merger of Norrell Services, Inc. with and into Norrell Corporation (the "Merger"):

I.

The name and state of incorporation of each corporation in the Merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Norrell Services, Inc.	Georgia
Tascor Resources Corporation	Georgia
Tascor Incorporated	Georgia
Manzanita Resources, Inc.	Arizona
Valley Temporary Services, Inc.	Arizona
Norrell Corporation	Delaware

II.

The name of the surviving corporation (the "Surviving Corporation") in the Merger is "Norrell Corporation." The Surviving Corporation and the Merging Corporations are sometimes hereinafter referred to jointly as the "Constituent Corporations."

III.

As a result of the Merger, the Certificate of Incorporation of Norrell Corporation shall be the Certificate of Incorporation of the Surviving Corporation.

IV.

The executed Agreement and Plan of Merger by and among Norrell Services, Inc., a Georgia corporation; Tascor Resources Corporation, a Georgia corporation; Tascor Incorporated, a Georgia corporation; Valley Temporary Services, Inc., an Arizona Corporation and Manzanita Resources, Inc., an Arizona Corporation with and into Norrell Corporation, a Delaware corporation (the "Plan of Merger") is on file at the principal place of business of the Surviving Corporation, which is located at 2050 Spectrum Boulevard, Fort Lauderdale, Florida 33309.

V.

Effective Sunday, January 2, 2000, at 10:01 AM, the Surviving Corporation will merge the following wholly-owned subsidiaries with and into the Surviving Corporation: (i) Norrell Finance Company, a Nevada corporation, (ii) Norrell Enterprises Corporation, a Nevada corporation; (iii) CallTask Incorporated, a Georgia corporation, (iv) Dynamic Temporary Services, Inc., a Georgia corporation, and (v) Accounting Resources, Inc., a Rhode Island corporation (the "Initial Merger").

VI.

The Surviving Corporation, at the effective time of the Initial Merger, will constitute the sole shareholder of the Merging Corporations, and as a sole shareholder in writing waived the necessity of the mailing of a copy of the Agreement and Plan of Merger. Pursuant to and in accordance with the waiver, no mailing of the Agreement and Plan of Merger was made to the Surviving Corporation.

VII.

Shareholder approval of the Constituent Corporations was not required.

VIII.

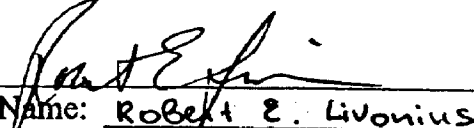
Request for publication of notice of the Merger, and payment therefor, will be made in accordance with Section 14-2-1105.1(b) of the Code.

IX.

The Merger shall become effective at 12:01 p.m., EDT, on January 2, 2000.

IN WITNESS WHEREOF, the undersigned, as the Surviving Corporation in the Merger, has caused its duly authorized representative to execute this Certificate of Merger as of this 23rd day of December, 1999.

NORRELL CORPORATION

By   
Print Name: Robert E. Livonius  
Title: Executive Vice President

DEC 28 12 09 PM '99

SECRETARY OF STATE



2

## TRANSFER OF ASSETS AGREEMENT

THIS AGREEMENT is effective as of January 2, 2000, at 3:01 p.m., by and between Norrell Corporation, a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Assignor"), and Interim U.S. Inc., a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Assignee").

### WITNESSETH:

WHEREAS, pursuant to the business reasons outlined in the Board Resolutions dated January 1, 2000, the Board of Directors of each of the entities do deem it advisable, and generally for the welfare of each of the entities and their respective shareholders or members, to transfer certain real and personal property or interests therein from the Assignor to the Assignee, under and pursuant to the terms and conditions hereafter set forth, as a capital contribution by Assignor to Assignee.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings of the parties herein set forth, it is agreed as follows:

1. (a) Assignor hereby transfers, assigns, and conveys unto the Assignee all rights, title and interest in and to the Assets, as defined herein, relating to:

(i) the operations of Assignor in the States of Arizona, Colorado, Hawaii, Idaho, Kansas, Nebraska, Nevada, North Dakota, Oregon, South Dakota and Utah (the "States"), including but not limited to the property described on Exhibit "A" attached hereto, which is made a part hereof as though fully set out herein, together with all and singular the properties, assets, components and appurtenances thereunder belonging or in any way incident or appertaining thereto; and

(ii) the intellectual property described on Exhibit "B" attached hereto, which is made a part hereof as though fully set out herein.

In consideration of such transfer of assets, Assignor shall receive a membership interest in Assignee. "Assets" (or individually an "Asset") means all right, title and interest in and to the real and personal property assets of Assignor utilized for Assignor's retail operations, including all of the following items: (a) tangible personal property (such as machinery, equipment, parts and supplies, tools, furniture, automobiles and trucks) located in the States; (b) leasehold interests in real estate located in the States; (c) cash, accounts receivable and all rights to the proceeds of the accounts receivable, accounts, notes and other receivables located in the States; (d) agreements, contracts, indentures, mortgage instruments, books, records, ledgers, files, documents, correspondence, plans, drawings and specifications, including any employment agreements or contracts with domestic employees located in the States; (e) the general intangibles of Assignor which consist of copyrightable works, trade secrets and confidential business information, client lists, computer software, and goodwill; and (f)

intellectual property, including but not limited to trademarks, servicemarks, tradenames and copyrights.

(b) Assignee does hereby assume any and all obligations of Assignor to its franchisees and licensees under all of its franchise and license agreements existing on the date hereof. Assignor shall remain responsible in solido with the Assignee and any subsequent Assignee for the full and faithful performance of all obligations of Assignor to its franchisees and licensees under its franchise and license agreements with them.

(c) If the conveyance and assignment attempted to be made hereunder of any agreement, lease, permit, license, right, claim or other Asset would be ineffective as between Assignor and Assignee without the consent of any third person, or would serve as a cause for terminating or invalidating any such agreement, lease, permit, license, right, claim or other Asset or would cause or serve as a cause for the loss of ownership thereof, then such Asset is temporarily excluded from the aforesaid conveyance and assignment. However, Assignor shall, to the greatest extent permitted, hold such Asset for the exclusive use and benefit of Assignee until such consent has been obtained. Upon the obtaining of such consent, no further conveyance or assignment shall be required, but full and complete title to such Asset shall automatically become vested in Assignee by virtue of this Agreement.

2. In further consideration for such transfer, the Assignee does hereby assume and obligate itself to pay any and all income taxes, both state and federal, resulting from the collection and payment of the accounts receivable transferred to the Assignee pursuant to this Agreement, and Assignee shall pay all sales, use and similar taxes arising out of the sales, conveyances, assignments, transfers, and deliveries to be made hereunder.

3. ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED "AS IS", AND ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is made, however, with full rights of substitution and subrogation of Assignor in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

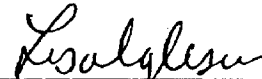
4. All of the above transactions in connection with the transfer of Assets are intended to be tax-free contributions to capital under Section 118 of the Internal Revenue Code of 1986, as amended.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. This Agreement may be executed in any

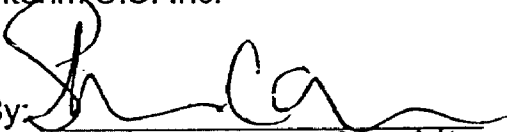
number of counterparts, all of which together shall constitute one agreement binding on the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Assignor and the Assignee, by and through their duly authorized officers have caused this instrument to be executed effective on January 2, 2000, at 3:01 p.m.

Norrell Corporation

By:   
Name: Lisa Iglesias  
Title: VP/Secy

Interim U.S. Inc.

By:   
Name: Shannon C. Allen  
Title: VP/Treas.

**EXHIBIT B  
TO THE TRANSFER OF ASSETS AGREEMENT  
BETWEEN NORRELL CORPORATION AND INTERIM U.S. INC.**

Norrell Corporation transfers one hundred percent (100%) and any and all Intellectual Property in any state (not limited to the States outlined in the Transfer of Assets Agreement to which this Exhibit is attached) which Norrell Corporation currently owns which may or may not be specifically listed below, including, but not limited to, trademarks, tradenames, internet domain names and other intangible property.

**U.S. TRADEMARKS/SERVICEMARKS REGISTRATIONS/APPLICATIONS**

<u>Mark</u>	<u>Registration or Serial No.</u>
CallTask	75/283,299
NORRELL MASTER VENDOR PARTNERING	74/352,906
NORRELL (stylized)	1,230,210
NORRELL FINANCIAL STAFFING	2,000,893
EXACT MATCH INTERVIEWER - NORRELL SERVICES	74/521,833
EXACT MATCH MATCHWEAR - NORRELL SERVICES	70/521,821
THE EXECUTIVE SPEAKER	70/128,651

**U.S. REGISTERED COPYRIGHTS**

<u>Title of Work</u>	<u>Registration No.</u>
BRANCH PROCEDURES MANUAL	TX 1 208-772
NORRELL PLAN	TX 1 208-657
NORRELL TEMPORARY SERVICE MANAGEMENT SYSTEM	TX 1 208-656
OPERATIONS AND SALES ORIENTATION COURSE	SR 48-928
ORIENTATION PROGRAM FOR OPERATIONS ASSOCIATES	TX 2 567-716
ORIENTATION PROGRAM FOR PROFIT CENTER MANAGERS: SALES MODULE	TX 2 294-474
PROFITS ARE FOR EVERYBODY	PA 197-524
SKILLS ASSESSMENT PROGRAM	SR 38-635
SPECIALIZED MARKETS REFERENCE MANUAL	TX 1 208-777

3

## TRANSFER OF ASSETS AGREEMENT

THIS AGREEMENT is effective as of January 2, 2000, at 3:10 p.m., by and between Interim U.S. Inc., a corporation organized and existing under the laws of the State of Florida (hereinafter referred to as the "Assignor"), and Interim Services Pacific LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Assignee").

### WITNESSETH:

WHEREAS, pursuant to the business reasons outlined in the Board Resolutions dated January 1, 2000, the Board of Directors or Managers, as the case may be, of each of the entities do deem it advisable, and generally for the welfare of each of the entities and their respective shareholders or members, to transfer certain real and personal property or interests therein from the Assignor to the Assignee, under and pursuant to the terms and conditions hereafter set forth, as a capital contribution by Assignor to Assignee.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings of the parties herein set forth, it is agreed as follows:

1. (a) Assignor hereby transfers, assigns, and conveys unto the Assignee all rights, title and interest in and to the Assets, as defined herein, relating to:

(i) the operations of Assignor in the States of Arizona, Colorado, Hawaii, Idaho, Kansas, Nebraska, Nevada, North Dakota, Oregon, South Dakota and Utah (the "States"), including but not limited to the property described on Exhibit "A" attached hereto, which is made a part hereof as though fully set out herein, together with all and singular the properties, assets, components and appurtenances thereunder belonging or in any way incident or appertaining thereto; and

(ii) the intellectual property described on Exhibit "B" attached hereto, which is made a part hereof as though fully set out herein.

In consideration of such transfer of assets, Assignor shall receive a membership interest in Assignee. "Assets" (or individually an "Asset") means all right, title and interest in and to the real and personal property assets of Assignor utilized for Assignor's retail operations, including all of the following items: (a) tangible personal property (such as machinery, equipment, parts and supplies, tools, furniture, automobiles and trucks) located in the States; (b) leasehold interests in real estate located in the States; (c) cash, accounts receivable and all rights to the proceeds of the accounts receivable, accounts, notes and other receivables located in the States; (d) agreements, contracts, indentures, mortgage instruments, books, records, ledgers, files, documents, correspondence, plans, drawings and specifications, including any employment agreements or contracts with domestic employees located in the States; (e) the general intangibles of Assignor which consist of copyrightable works, trade secrets and confidential business information, client lists, computer software, and goodwill; and (f)

intellectual property, including but not limited to trademarks, servicemarks, tradenames and copyrights.

(b) Assignee does hereby assume any and all obligations of Assignor to its franchisees and licensees under all of its franchise and license agreements existing on the date hereof. Assignor shall remain responsible in solido with the Assignee and any subsequent Assignee for the full and faithful performance of all obligations of Assignor to its franchisees and licensees under its franchise and license agreements with them.

(c) If the conveyance and assignment attempted to be made hereunder of any agreement, lease, permit, license, right, claim or other Asset would be ineffective as between Assignor and Assignee without the consent of any third person, or would serve as a cause for terminating or invalidating any such agreement, lease, permit, license, right, claim or other Asset or would cause or serve as a cause for the loss of ownership thereof, then such Asset is temporarily excluded from the aforesaid conveyance and assignment. However, Assignor shall, to the greatest extent permitted, hold such Asset for the exclusive use and benefit of Assignee until such consent has been obtained. Upon the obtaining of such consent, no further conveyance or assignment shall be required, but full and complete title to such Asset shall automatically become vested in Assignee by virtue of this Agreement.

2. In further consideration for such transfer, the Assignee does hereby assume and obligate itself to pay any and all income taxes, both state and federal, resulting from the collection and payment of the accounts receivable transferred to the Assignee pursuant to this Agreement, and Assignee shall pay all sales, use and similar taxes arising out of the sales, conveyances, assignments, transfers, and deliveries to be made hereunder.

3. ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED "AS IS", AND ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is made, however, with full rights of substitution and subrogation of Assignor in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

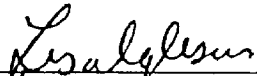
4. All of the above transactions in connection with the transfer of Assets are intended to be tax-free contributions to capital under Section 118 of the Internal Revenue Code of 1986, as amended.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the


parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Assignor and the Assignee, by and through their duly authorized officers have caused this instrument to be executed effective on January 2, 2000, at 3:10 p.m.

Interim U.S. Inc.

By:   
Name: Lisa Iglesias  
Title: VP/Secy

Interim Services Pacific LLC

By:   
Name: Shannon C. Allen  
Title: VP/Treas.

**EXHIBIT B  
TO THE TRANSFER OF ASSETS AGREEMENT  
BETWEEN INTERIM U.S. INC. AND  
INTERIM SERVICES PACIFIC LLC**

Interim U.S. Inc. transfers one hundred percent (100%) and any and all Intellectual Property in any state (not limited to the States outlined in the Transfer of Assets Agreement to which this Exhibit is attached) which Interim U.S. Inc. currently owns which may or may not be specifically listed below, including, but not limited to, trademarks, tradenames, internet domain names and other intangible property.

U.S. Trademarks/Servicemarks Registrations/Applications

<u>Mark</u>	<u>Registration or Serial No.</u>
CallTask	75/283,299
NORRELL MASTER VENDOR PARTNERING	74/352,906
NORRELL (stylized)	1,230,210
NORRELL FINANCIAL STAFFING	2,000,893
<del>EXACT MATCH INTERVIEWER - NORRELL SERVICES</del>	<del>74/213,333</del>
<del>EXACT MATCH MATCHWEAR - NORRELL SERVICES</del>	<del>74/213,331</del>
<del>THE EXECUTIVE SPEAKER</del>	<del>74/228,633</del>
TDSS (design)	74/213,459
TDSS (wordmark)	74/213,461

U.S. Registered Copyrights

<u>Title of Work</u>	<u>Registration No.</u>
BRANCH PROCEDURES MANUAL	TX 1 208-772
NORRELL PLAN	TX 1 208-657
NORRELL TEMPORARY SERVICE MANAGEMENT SYSTEM	TX 1 208-656
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ORIENTATION PROGRAM FOR OPERATIONS ASSOCIATES	TX 2 567-716
ORIENTATION PROGRAM FOR PROFIT CENTER MANAGERS: SALES MODULE	TX 2 294-474
PROFITS ARE FOR EVERYBODY	PA 197-524
SKILLS ASSESSMENT PROGRAM	SR 38-635



4

## TRANSFER OF ASSETS AGREEMENT

THIS AGREEMENT is effective as of January 2, 2000, at 3:20 p.m., by and between Interim Services Pacific LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Assignor"), and Interim Pacific Enterprises LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Assignee").

### WITNESSETH:

WHEREAS, pursuant to the business reasons outlined in the Board Resolutions dated January 1, 2000, the Board of Directors or Managers, as the case may be, of each of the entities do deem it advisable, and generally for the welfare of each of the entities and their respective shareholders or members, to transfer certain real and personal property or interests therein from the Assignor to the Assignee, under and pursuant to the terms and conditions hereafter set forth, as a capital contribution by Assignor to Assignee.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings of the parties herein set forth, it is agreed as follows:

1. (a) Assignor hereby transfers, assigns, and conveys unto the Assignee all rights, title and interest in and to the Assets, as defined herein, relating to:

(i) the operations of Assignor in the States of Arizona, Colorado, Hawaii, Idaho, Kansas, Nebraska, Nevada, North Dakota, Oregon, South Dakota and Utah (the "States"), including but not limited to the property described on Exhibit "A" attached hereto, which is made a part hereof as though fully set out herein, together with all and singular the properties, assets, components and appurtenances thereunder belonging or in any way incident or appertaining thereto; and

(ii) the intellectual property described on Exhibit "B" attached hereto, which is made a part hereof as though fully set out herein.

In consideration of such transfer of assets, Assignor shall receive a membership interest in Assignee. "Assets" (or individually an "Asset") means all right, title and interest in and to the real and personal property assets of Assignor utilized for Assignor's retail operations, including all of the following items: (a) tangible personal property (such as machinery, equipment, parts and supplies, tools, furniture, automobiles and trucks) located in the States; (b) leasehold interests in real estate located in the States; (c) cash, accounts receivable and all rights to the proceeds of the accounts receivable, accounts, notes and other receivables located in the States; (d) agreements, contracts, indentures, mortgage instruments, books, records, ledgers, files, documents, correspondence, plans, drawings and specifications, including any employment agreements or contracts with domestic employees located in the States; (e) the general intangibles of Assignor which consist of copyrightable works, trade secrets and confidential business information, client lists, computer software, and goodwill; and (f)

intellectual property, including but not limited to trademarks, servicemarks, tradenames and copyrights.

(b) Assignee does hereby assume any and all obligations of Assignor to its franchisees and licensees under all of its franchise and license agreements existing on the date hereof. Assignor shall remain responsible in solido with the Assignee and any subsequent Assignee for the full and faithful performance of all obligations of Assignor to its franchisees and licensees under its franchise and license agreements with them.

(c) If the conveyance and assignment attempted to be made hereunder of any agreement, lease, permit, license, right, claim or other Asset would be ineffective as between Assignor and Assignee without the consent of any third person, or would serve as a cause for terminating or invalidating any such agreement, lease, permit, license, right, claim or other Asset or would cause or serve as a cause for the loss of ownership thereof, then such Asset is temporarily excluded from the aforesaid conveyance and assignment. However, Assignor shall, to the greatest extent permitted, hold such Asset for the exclusive use and benefit of Assignee until such consent has been obtained. Upon the obtaining of such consent, no further conveyance or assignment shall be required, but full and complete title to such Asset shall automatically become vested in Assignee by virtue of this Agreement.

2. In further consideration for such transfer, the Assignee does hereby assume and obligate itself to pay any and all income taxes, both state and federal, resulting from the collection and payment of the accounts receivable transferred to the Assignee pursuant to this Agreement, and Assignee shall pay all sales, use and similar taxes arising out of the sales, conveyances, assignments, transfers, and deliveries to be made hereunder.

3. ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED "AS IS", AND ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is made, however, with full rights of substitution and subrogation of Assignor in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

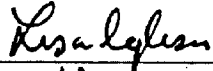
4. All of the above transactions in connection with the transfer of Assets are intended to be tax-free contributions to capital under Section 118 of the Internal Revenue Code of 1986, as amended.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the

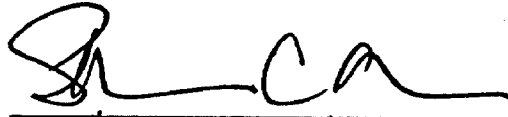
parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Assignor and the Assignee, by and through their duly authorized officers have caused this instrument to be executed effective on January 2, 2000, at 3:20 p.m.

Interim Services Pacific LLC

By:   
Name: Lisa Iglesias  
Title: Vice President

Interim Pacific Enterprises LLC

By:   
Name: Shannon Allen  
Title: Vice President

**EXHIBIT B  
TO THE TRANSFER OF ASSETS AGREEMENT  
BETWEEN INTERIM SERVICES PACIFIC LLC AND  
INTERIM PACIFIC ENTERPRISES LLC**

Interim Services Pacific LLC transfers one hundred percent (100%) and any and all Intellectual Property in any state (not limited to the States outlined in the Transfer of Assets Agreement to which this Exhibit is attached) which Interim Services Pacific LLC currently owns which may or may not be specifically listed below, including, but not limited to, trademarks, tradenames, internet domain names and other intangible property.

**U.S. TRADEMARKS/SERVICEMARKS REGISTRATIONS/APPLICATIONS**

<u>Mark</u>	<u>Registration or Serial No.</u>
1-800-A-CAREER	75/498,209
A CAREER	75/806,253
AIMNET	75/110,328
CallTask	75/283,299
DELIVERABLE QUALITY METHOD	75/858,693
EMERGING WORKFORCE	75/807,096
ENTERCHANGE	74/036,486
Esqm	75/858,825
<del>EXACT MATCH INTERVIEWER - NORRELL SERVICES</del>	<del>75/521,831</del>
<del>EXACT MATCH INTERVIEWER - NORRELL SERVICES</del>	<del>75/521,831</del>
HOW THE WORLD IS WORKING	75/475,494
HR EASY	2,040,650
HUMAN CAPITAL FINANCIAL INDEX	75/804,939
INTERIM	74/054,496
INTERIM ACCOUNTING	74/511,189
INTERIM ATTORNEYS	75/176,937
INTERIM COURT REPORTING	75/242,801
InterimIT.com	75/804,940
INTERIM LEGAL	74/510,701
INTERIM ON-PREMISE	74/511,190
INTERIM OUTPLACEMENT	75/789,268
INTERIM PERSONNEL SERVICES	74/092,471
INTERIM TECHNOLOGY	75/024,288
IT/ENTERPRISE MANAGER	75/560,718

IT/REQUIREMENTS MANAGER	75/598,402
IT/TEST MANAGER	75/560,719
IT/WORK REQUEST MANAGER	75/558,867
NORRELL MASTER VENDOR PARTNERING	74/352,906
NORRELL (stylized)	1,230,210
NORRELL FINANCIAL STAFFING	2,000,893
PERSONNEL POOL	74/312,792
SKILL ANALYZER	74/213,188
STRATFORD GROUP	75/211,781
STRATFORD GROUP (and design)	75/211,706
STRATFORD GROUP (design)(broken circle)	75/211,724
TDSS (design)	74/213,459
TDSS (wordmark)	74/213,461
TEMPLINK	721,436
TEST CYCLE	74/104,823

**THE EXECUTIVE SPEAKER**

74/18,533

VALI/TEST PRO	75/018,090
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**U.S. REGISTERED COPYRIGHTS**

<u>Title of Work</u>	<u>Registration No.</u>
ACCOUNT MANAGEMENT SYSTEM MANUAL	TX 4-593-997
APPLICATION SHEET	TX 4-426-622
A PRODUCTIVE EMPLOYEE MANAGEMENT PROGRAM	TX 1-335-850
A PRODUCTIVE EMPLOYEE MANAGEMENT PROGRAM - DETAILED STUDY	TX 1-366-519
BRANCH PROCEDURES MANUAL	TX 1 208-772
CAPPS Computer Program (Completely Automated Personnel Pool System - Computer Program)	TX 1-208-426
CAPPS System Documentation (Completely Automated Personnel Pool System - System Documentation)	TX 1-206-376

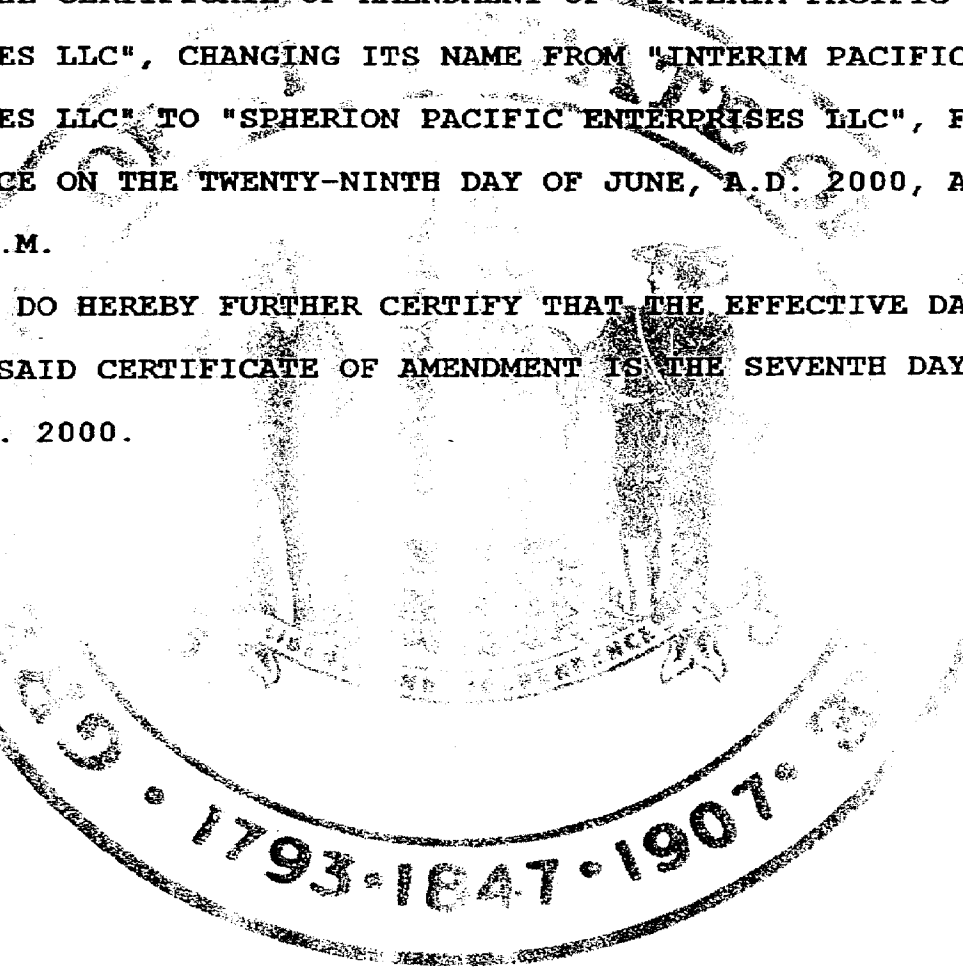
State of Delaware  
Office of the Secretary of State

PAGE 1

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I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "INTERIM PACIFIC ENTERPRISES LLC", CHANGING ITS NAME FROM "INTERIM PACIFIC ENTERPRISES LLC" TO "SPHERION PACIFIC ENTERPRISES LLC", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF JUNE, A.D. 2000, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE SEVENTH DAY OF JULY, A.D. 2000.



*Edward J. Freel*  
Edward J. Freel, Secretary of State

3092358 8100  
001335218

AUTHENTICATION: 0534607  
DATE: 06-30-00

TRADEMARK  
REEL: 002500 FRAME: 0411

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION  
OF  
INTERIM PACIFIC ENTERPRISES LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "Company") is Interim Pacific Enterprises LLC.
2. The Certificate of Formation of the Company is hereby amended by deleting Article I thereof and by substituting in lieu of said Article I, the following new Article I:

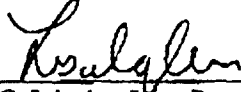
"ARTICLE I

NAME

The name of the limited liability company is Spherion Pacific Enterprises LLC (the "Company")."

3. The effective time and date of the amendment herein certified shall be July 7, 2000 at 12:01 a.m.

IN WITNESS WHEREOF, the undersigned, an authorized person and an officer of the Company, has executed this Certificate of Amendment to Certificate of Formation this 21<sup>st</sup> day of June, 2000.

  
\_\_\_\_\_  
Lisa G. Iglesias, Vice President & Secretary