

07-05-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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REC 102138659
TRADEMARKS ONLY

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 Temporary Services Inc.

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

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

3. Nature of conveyance:

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

Execution Date: _____

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

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 Anniano, 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: 1

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

- 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 Anniano, Esq.

Name of Person Signing

Signature

5-15-02

Date

9

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

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ATTACHMENT TO TRADEMARK RECORDATION FORM

WWW TEMPORARY HELP SERVICE WORK FORCE (Serial 203,572 Reg. 1,151,885)

CHAIN OF EVENTS – DOCUMENT SUMMARY

- 1. Norrell Temporary Services Inc. transferred Intellectual Property to Interim Pacific Enterprises LLC**
- 2. Interim Pacific Enterprises LLC changed its name to Spherion Pacific Enterprises LLC**

①

TRANSFER OF ASSETS AGREEMENT

THIS AGREEMENT is effective as of April 1, 2000, at 2:30 p.m., by and between Norrell Temporary Services, Inc., a corporation organized and existing under the laws of the State of Georgia (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 March 31, 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 State of Minnesota (the "State"), 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 State; (b) leasehold interests in real estate located in the State; (c) cash, accounts receivable and all rights to the proceeds of the accounts receivable, accounts, notes and other receivables located in the State; (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 State; (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) 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.

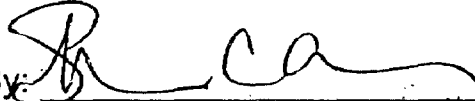
4. All of the above transactions in connection with the transfer of Assets are intended to be tax-free contributions to capital under Section 118 of the Internal Revenue Code of 1986, as amended.

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 April 1, 2000, at 2:30 p.m.

Norrell Temporary Services, Inc.

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

Interim Pacific Enterprises LLC

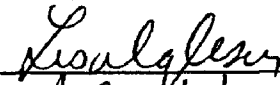
By: 
Name: Lisa Galeas
Title: VP/Secy

EXHIBIT B
TO THE TRANSFER OF ASSETS AGREEMENT
BETWEEN NORRELL TEMPORARY SERVICES INC. AND
INTERIM PACIFIC ENTERPRISES LLC

Norrell Temporary Services, 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 Norrell Temporary Services 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.

TRADEMARKS:

WWW TEMPORARY HELP SERVICE WORK FORCE (Serial 203,572 Reg. 1,151,885)

State of Delaware
Office of the Secretary of State

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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

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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 21st day of June, 2000.



Lisa G. Iglesias, Vice President & Secretary