

07-05-2002



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

102138660

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):

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

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.

Name of Person Signing

Signature

5-15-02

Date

Total number of pages including cover sheet, attachments, and document: 5

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

07/05/2002 TDIAZ1 00000074 75723074

01 FC:481
02 FC:482

40.00 OP
50.00 OP

TRADEMARK
REEL: 002500 FRAME: 0461

ATTACHMENT TO TRADEMARK RECORDATION FORM

INTERIM CAREER CONSULTING (Serial 75/723,074)
INTERIM FINANCIAL SOLUTIONS (Serial 75/722,109)
SQM TOOL SUITE (Serial 75/598,403)

I:\Incorporation\Business Restructure - SUI II\Conveyances\trademarks and copyrights transferred in SUI II.doc
06/14/00 7:11 PM

TRADEMARK
REEL: 002500 FRAME: 0462

TRANSFER OF ASSETS AGREEMENT

THIS AGREEMENT is effective as of November 21, 1998, at 12:01 a.m., by and between Interim Services Inc., a corporation organized and existing under the laws of the State of Delaware (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 discussions conducted with Deloitte & Touche LLP, Certified Public Accountants for each of the entities a party hereto, 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 an additional 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 the operations of Assignor in the states of Arizona and Colorado (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. Further, Assignor hereby transfers, assigns and conveys unto the Assignee all rights, title, and interest in and to the Assignor's domestic intellectual property, including but not limited to the intellectual property listed on Exhibit "B" attached hereto, which is made a part hereof as though full set out herein. "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 in the States, including all of the following items located in the States: (a) tangible personal property (such as machinery, equipment, parts and supplies, tools, furniture, automobiles and trucks); (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; (d) agreements, contracts, indentures, mortgage instruments, books, records, ledgers, files, documents, correspondence, plans, drawings and specifications; (e) the general intangibles of Assignor used or located in the States which consist of copyrightable works, trade secrets and confidential business information, client lists, computer software, and goodwill; and (f) domestic 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 November 21, 1998, at 12:01 a.m.

Interim Services Inc.

By: Mark W. Smith
Name: MARK W. Smith
Title: VP FINANCE

Interim Services Pacific LLC

By: Ray G. Krause
Name: Ray G. Krause
Title: Executive Vice President/COO

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

U.S. Trademarks/ServiceMarks Registrations/Applications

<u>Mark</u>	<u>Reg./Ser. No.</u>
1-800-A-CAREER	75/498,209
DEPOLAB	2,116,414
HOW THE WORLD IS WORKING	75/475,494
INTERIM	1,763,176
INTERIM ACCOUNTING	1,897,715
INTERIM ATTORNEYS	2,144,187
INTERIM CAREER CONSULTING	75/210,371
INTERIM COURT REPORTING	2,080,779
INTERIM FINANCIAL SOLUTIONS	75/722,189
INTERIM LEGAL	1,927,272
INTERIM (LOGO)	75/235,171
INTERIM ON-PREMISE	1,896,429
INTERIM PERSONNEL SERVICES	1,731,497
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
PERSONNEL POOL	1,807,887
SKILL ANALYZER	1,921,233
SONI TOOL SUITE	75/598,405
TEMPLINK	1,534,579

①

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 Lyle
Title: Vice President

Interim Pacific Enterprises LLC


By: 
Name: Shannon Allen
Title: Vice President

EXHIBIT B
INTELLECTUAL PROPERTY

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.

TRADEMARKS:

NORRELL MASTER VENDOR PARTNERING (& Design) (Serial 74/352,906)

NORRELL (stylized) (Registration 1,230,210)

NORRELL FINANCIAL STAFFING (Registration 2,000,893)

CallTask (Serial 75/283,299 Reg. 2,153,796)

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)

TDSS (design) (Serial 74/213,459 Reg. 1,770,445) (*Active but not used*)

TDSS (wordmark) (Serial 74/213,461 Reg. 1,768,881) (*Active but not used*)

INTERIM CAREER CONSULTING (Serial 75/723,074)

INTERIM FINANCIAL SOLUTIONS (Serial 75/722,109)

SQM TOOL SUITE (Serial 75/598,403)

1-800-A-CAREER (Serial 75/498,209)

A CAREER (Serial 75/806,253)

AE (Stylized) (Serial 75/115,351 Reg. 2,065,035) (*Active but not used*)

AIMNET (Serial 75/110,328 Reg. 2,115,400) (*Active but not used*)

CAREER RE-IGNITION (Serial 75/109,044 Reg. 2,078,985)

CRT COMPUTER RELATED TEMPORARIES (Serial 73/526,670 Reg. 1,364,844) (*Active but not used*)

DELIVERABLE QUALITY METHOD (Serial 75/858,693)

DEPOLAB (Serial 75/173,954 Reg. 2,116,414)

EMERGING WORKFORCE (Serial 75/807,096)

ENTERCHANGE (Serial 74/036,486 Reg. 1,641,495) (*Active but not used*)

Esqm (Serial 75/858,825)
FINANCIAL CAREERS (Serial 682,989 Reg. 1,509,691) *(Active but not used)*
HERNAND & PARTNERS (Serial 74/404,227 Reg. 1,862,708) *(Active but not used)*
HOW THE WORLD IS WORKING (Serial 75/475,494 Reg. 2,315,577)
HR EASY (Registration 2,040,650)
HUMAN CAPITAL FINANCIAL INDEX (Serial 75/804,939)
INTERIM (Serial 74/054,496 Reg. 1,763,176)
INTERIM (logo) (Serial 75/235,171)
INTERIM ACCOUNTING (Serial 74/511,189 Reg. 1,897,715)
INTERIM ATTORNEYS (Serial 75/176,937 Reg. 2,144,187)
INTERIM CAREER CONSULTING (Serial 75/723,074)
INTERIM COURT REPORTING (Serial 75/242,801 Reg. 2,080,779)
INTERIM FINANCIAL SOLUTIONS (Serial 75/722,109)
InterimIT.com (Serial 75/804,940)
INTERIM LEGAL (Serial 74/510,701 Reg. 1,927,272)
INTERIM ON-PREMISE (Serial 74/511,190 Reg. 1,896,429)
INTERIM OUTPLACEMENT (Serial 75/789,268)
INTERIM PERSONNEL SERVICES (Serial 74/092,471 Reg. 1,731,497)
INTERIM TECHNOLOGY (Serial 75/024,288)
IT/ENTERPRISE MANAGER (Serial 75/560,718)
IT/REQUIREMENTS MANAGER (Serial 75/598,402)
IT/TEST MANAGER (Serial 75/650,719)
IT/WORK REQUEST MANAGER (Serial 75/558,867)
LEGAL PERSONNEL POOL (Serial 73/813,423 Reg. 1,616,304) *(Active but not used)*
MISCELLANEOUS DESIGN (AIM-BROKEN SEMI-CIRCLE) (Serial 75/211,724 Reg. 2,127,105) *(Active but not used)*
OF COUNSEL (Serial 74/617,571 Reg. 1,968,064) *(Active but not used)*
PEOPLE HELPING PEOPLE (Serial 73/813,418 Reg. 1,630,266) *(Active but not used)*
PEOPLE HELPING PEOPLE EACH DAY (Serial 73/813,419 Reg. 1,617,854) *(Active but not used)*
PERSONNEL CONCEPTS, INC. (Serial 598,244 Reg. 1,490,447) *(Active but not used)*
PERSONNEL POOL (wordmark) (Serial 74/312,792 Reg. 1,807,887) *(Active but not used)*
PERSONNEL POOL OF AMERICA (Serial 288,258 Reg. 1,188,044) *(Active but not used)*

SARATOGA (Serial 75/827,825)
 SARATOGA CERTIFIED
 SARATOGA ONLINE (Serial 75/846,820)
 SKILL ANALYZER (Serial 74/213,188 Reg. 1,921,233)
 SPHERION (Serial 75/823,056)
 STRATFORD GROUP (Serial 75/211,781 Reg. 2,130,291)
 STRATFORD GROUP (and design) (Serial 75/211,706 Reg. 2,130,288)
 STRATFORD GROUP (design)(broken semi circle) (Serial 75/211,724 Reg. 2,127,105)
 SYSTEMP (Serial 73/019,652 Reg. 1,006,469) (*Active but not used*)
 TEMPLINK (Serial 721,436 Reg. 1,534,579)
 TEMPORARY HEROS (Serial 74/256,024 Reg. 1,729,800) (*Active but not used*)
 THE JOB IS TEMPORARY THE COMMITMENT IS PERMANENT (Serial 549,770 Reg. 1,385,421) (*Active but not used*)
 TEST CYCLE (Serial 74/104,823 Reg. 1,693,716)
 VALI/TEST PRO (Serial 75/018,090 Reg. 2,026,808)

COPYRIGHTS:

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
THE NORRELL TOUCH	TX 1 208-635

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.

1793-1847-1907



Edward J. Freel

Edward J. Freel, Secretary of State

3092358 8100

001335218

AUTHENTICATION: 0534607

DATE: 06-30-00

TRADEMARK

REEL: 002500 FRAME: 0472

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:

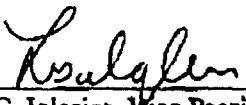
"ARTICLE I

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