

07-08-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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102140890

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):

CallTask 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: 6-27-00

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

Rochelle Anniano  
Signature

5-15-02

Date

Total number of pages including cover sheet, attachments, and document: 21

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 00000069 75283299

01 FC:481

40.00 OP

TRADEMARK  
REEL: 002500 FRAME: 0755

ATTACHMENT TO TRADEMARK RECORDATION FORM

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

## CHAIN OF EVENTS – DOCUMENT SUMMARY

1. **CallTask Incorporated 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**

# Secretary of State

Corporations Division

315 West Tower

2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

DOCKET NUMBER : K93630080  
CONTROL NUMBER: K609737  
EFFECTIVE DATE: 01/02/2000  
REFERENCE : 0091  
PRINT DATE : 01/03/2000  
FORM NUMBER : 411

①

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:

**DYNAMIC TEMPORARY SERVICES, INC., A GEORGIA CORPORATION**  
**NORRELL ENTERPRISES CORPORATION, A NEVADA CORPORATION**  
**CALLTASK INCORPORATED, A GEORGIA CORPORATION**  
**NORRELL FINANCE COMPANY, A NEVADA CORPORATION**  
**ACCOUNTING RESOURCES, INC., A RHODE ISLAND CORPORATION**



CATHY COX  
SECRETARY OF STATE



TRADEMARK

REEL: 002500 FRAME: 0758

K93630080

**CERTIFICATE OF MERGER**

**OF**

**NORRELL FINANCE COMPANY, a Nevada corporation,**

**NORRELL ENTERPRISES CORPORATION, a Nevada corporation, K607080**

**CALLTASK INCORPORATED, a Georgia corporation, K609737**

**DYNAMIC TEMPORARY SERVICES, INC., a Georgia corporation, J726592**

**and**

**ACCOUNTING RESOURCES, INC., a Rhode Island 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 ENTERPRISES CORPORATION**, a Nevada corporation (the "Norrell Enterprises"), **NORRELL FINANCE COMPANY**, a Nevada corporation ("Norrell Finance"), **CALLTASK INCORPORATED**, a Georgia corporation ("CallTask"), **DYNAMIC TEMPORARY SERVICES, INC.**, a Georgia corporation ("Dynamic Temporary") and **ACCOUNTING RESOURCES, INC.**, a Rhode Island corporation ("Accounting Resources") (Norrell Finance, Norrell Enterprises, CallTask, Dynamic Temporary and Accounting 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 Merging Corporations 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 Enterprises Corporation	Nevada
Norrell Finance Company	Nevada
CallTask Incorporated	Georgia
Dynamic Temporary Services, Inc.	Georgia
Accounting Resources, Inc.	Rhode Island
Norrell Corporation	Delaware

**TRADEMARK**

**REEL: 002500 FRAME: 0759**

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 Merging Corporations.

IV.

The executed Agreement and Plan of Merger by and among Norrell Finance Company, a Nevada corporation; Norrell Enterprises Corporation, a Nevada corporation; CallTask Incorporated, a Georgia corporation; Dynamic Temporary Services, Inc., a Georgia Corporation and Accounting Resources, Inc., a Rhode Island 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.

The Surviving Corporation, constituting the sole shareholder of the Merging Corporations, 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.

VI.

Shareholder approval of the Constituent Corporations was not required.

VII.

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.

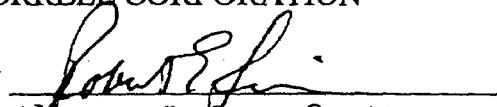
VIII.

The Merger shall become effective at 10:01 a.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 23 12 10 PM '99

SECRETARY OF STATE

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**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.

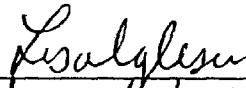
4. All of the above transactions in connection with the transfer of Assets are intended to be tax-free contributions to capital under Section 118 of the Internal Revenue Code of 1986, as amended.

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

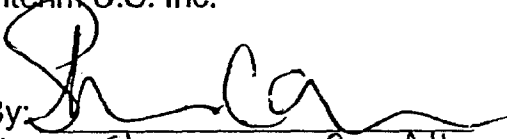
number of counterparts, all of which together shall constitute one agreement binding on the parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

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>
<del>Call/Case</del>	<del>74/352,906</del>
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	74/521,834
THE EXECUTIVE SPEAKER	74/128,633

**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

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**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.

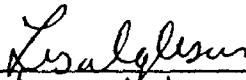
4. All of the above transactions in connection with the transfer of Assets are intended to be tax-free contributions to capital under Section 118 of the Internal Revenue Code of 1986, as amended.

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/Service Marks Registrations/Applications

<u>Mark</u>	<u>Registration or Serial No.</u>
<del>Call Task</del>	<del>75/231,299</del>
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	74/521,834
THE EXECUTIVE SPEAKER	74/128,633
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
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

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## 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
	
DELIVERABLE QUALITY METHOD	75/858,693
EMERGING WORKFORCE	75/807,096
ENTERCHANGE	74/036,486
Esqm	75/858,825
EXACT MATCH INTERVIEWER – NORRELL SERVICES	74/521,833
EXACT MATCH MATCHWEAR – NORRELL SERVICES	74/521,834
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

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

TRADEMARK

REEL: 002500 FRAME: 0774

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:

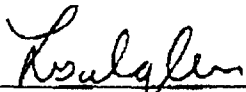
"ARTICLE I

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.

  
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Lisa G. Iglesias, Vice President & Secretary