

06-14-2002

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



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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.

502455

1. Name of conveying party(ies):

Interim Services Inc. 5-22-02

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

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

3. Nature of conveyance:

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

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 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 (Handwritten)

5-15-02

Date

Name of Person Signing

5

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

06/14/2002 DBYRNE

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40.00 50.00

01 FC:481 02 FC:482

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

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)

## 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.

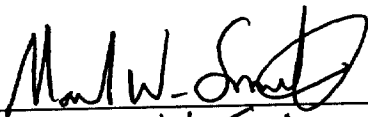
3. ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND 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.

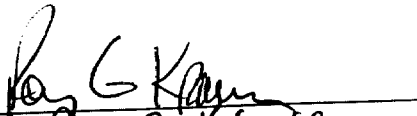
5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining 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:   
Name: MARK W. Smith  
Title: VP Finance

Interim Services Pacific LLC

By:   
Name: Roy G. Krause  
Title: Executive Vice President/cfo

**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
<del>INTERIM CAREER CONSULTING</del>	<del>75/723,074</del>
INTERIM COURT REPORTING	2,080,779
<del>INTERIM FINANCIAL SOLUTIONS</del>	<del>75/722,109</del>
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
<del>SQM TOOL SUITE</del>	<del>75/598,403</del>
TEMPLINK	1,534,579