

11-08-2002



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**CORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

11-8-02

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 PACIFIC LLC

11-5-02

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware LLC
- 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: INTERIM PACIFIC ENTERPRISES LLC

Internal Address: ATTN: ROCHELLE TRAFTON, ESQ.

Street Address: 2050 SPECTRUM BOULEVARD

City: FORT LAUD. State: FL Zip: 33309

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Delaware LLC

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

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ASSIGNMENTS DIV

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,116,414

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ROCHELLE TRAFTON, ESQ.

Internal Address: LAW DEPARTMENT

Street Address: 2050 SPECTRUM BOULEVARD

City: FORT 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: _____

DO NOT USE THIS SPACE

9. Signature.

ROCHELLE TRAFTON, ESQ.
Name of Person Signing

Rochelle Trafton
Signature

10/21/02
Date

Total number of pages including cover sheet, attachments, and document: 1

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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**TRADEMARK
REEL: 002613 FRAME: 0418**

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.

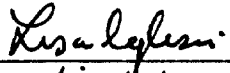
4. All of the above transactions in connection with the transfer of Assets are intended to be tax-free contributions to capital under Section 118 of the Internal Revenue Code of 1986, as amended.

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

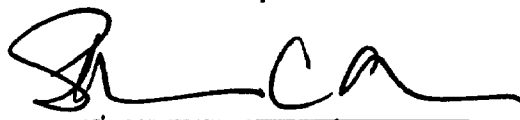
By: 
Name: Shannon Allen
Title: Vice President

EXHIBIT B
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*)