

RECORDATION FORM COVER SHEET TRADEMARK

02-27-2003

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please



3 or copy thereof.
(es):

1. Name of conveying party(ies):

2-25-03
SPHERION PACIFIC ENTERPRISES LLC
2050 Spectrum Boulevard, N.W.
Fort Lauderdale, Florida 33309-3008

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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: April 22, 2002

Name: DHR INTERNATIONAL INC.

Internal Address: Suite 2220

Street Address: 10 South Riverside Plaza

City: Chicago State: IL ZIP: 60606

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: N/A 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)

B. Trademark registration No.(s)

2,127,105
2,130,288
2,130,291

Additional numbers attached? Yes No

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

Name: Russell W. Pyle

Internal Address: Pyle & Piontek

Street Address: 221 North LaSalle St.,

Suite 850

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

3

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

90⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10-1324

(Attach duplicate copy of this page if paying by deposit account)

02/27/2003 TDAZ1 00000009 101324 2127105

DO NOT USE THIS SPACE

01 FC:8521 40.00 CH
02 FC:8522 50.00 CH

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.

Russell W. Pyle

Name of Person Signing

Signature

2/20/03

Date

Total number of pages comprising cover sheet: 1

REEL: 002679 FRAME: 0635

ASSIGNMENT OF TRADEMARK

THIS AGREEMENT, effective November 16, 2001, is made from Spherion Pacific Enterprises LLC, formerly known as Interim Acquisition Corporation (In March of 1997 - Interim Acquisition Corporation purchased the assets of Stratford Group. In July of 1997 - Interim Acquisition Corporation changed its name to Interim Career Services Inc. In November of 1998 - Interim Career Services Inc. transferred its assets, including Intellectual Property, to Interim Services Pacific LLC. In January 2000, Interim Services Pacific LLC transferred its assets, including Intellectual Property, to Interim Pacific Enterprises LLC. In July of 2000, Interim changed its name to Spherion, so that Interim Pacific Enterprises LLC became Spherion Pacific Enterprises LLC.), a corporation of the State of Delaware, with its principal place of business at 2050 Spectrum Boulevard, N.W., Fort Lauderdale, Florida 33309-3008 (hereinafter "Assignor"), to DHR International, Inc., a company of the State of Illinois, doing business at 10 South Riverside Plaza, Suite 2220, Chicago, Illinois 60606 (hereinafter "Assignee").

BACKGROUND

Assignor and Assignee are parties to an Agreement of Purchase and Sale, effective November 15, 2001 (the "Purchase Agreement"), for the purchase and sale of certain assets and liabilities from Assignor by Assignee. As part of said Purchase Agreement, Assignor



has agreed to assign to Assignee the trademark, , which includes the design only, and which was registered on the U.S. Principal Register of the United States Patent and Trademark Office, Certificate Number 2130288 on January 20, 1998, and which Assignor has adopted and is using for certain executive search services. Assignee desires that Assignor now assign said trademark to Assignee.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor assigns to Assignee all of its right, title, and interest in and to the



trademark, , including all goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof, free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization, and the above identified registration of such trademark.

2. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Assignee accepts the foregoing assignment of the trademark,



IN WITNESS WHEREOF, the parties have executed this Assignment under seal as of the day and year first written above.

ASSIGNOR:

SPHERION PACIFIC ENTERPRISES LLC

[Signature]
 By: Lisa Iglesias
 General Counsel, Vice President, & Secretary

ASSIGNEE:

DHR INTERNATIONAL INC.

[Signature]
 By: David H. Hoffmann
 Chairman and Chief Executive Officer

Date: _____

Date: 4-22-02

SUBSCRIBED and SWORN to
 before me this 21st day
 of November 2001.

SUBSCRIBED and SWORN to
 before me this 22nd day
 of ~~November 2001~~ APRIL, 2002

[Signature]
 Notary Public

[Signature]
 Notary Public



Joan M Lancelot
 My Commission CC977537
 Expires December 09, 2004



TRADEMARK
REEL: 002679 FRAME: 0637

ASSIGNMENT OF TRADEMARK

THIS AGREEMENT, effective November 16, 2001, is made from Spherion Pacific Enterprises LLC, formerly known as Interim Acquisition Corporation (In March of 1997 - Interim Acquisition Corporation purchased the assets of Stratford Group. In July of 1997 - Interim Acquisition Corporation changed its name to Interim Career Services Inc. In November of 1998 - Interim Career Services Inc. transferred its assets, including Intellectual Property, to Interim Services Pacific LLC. In January 2000, Interim Services Pacific LLC transferred its assets, including Intellectual Property, to Interim Pacific Enterprises LLC. In July of 2000, Interim changed its name to Spherion, so that Interim Pacific Enterprises LLC became Spherion Pacific Enterprises LLC.), a corporation of the State of Delaware, with its principal place of business at 2050 Spectrum Boulevard, N.W., Fort Lauderdale, Florida 33309-3008 (hereinafter "Assignor"), to DHR International, Inc., a company of the State of Illinois, doing business at 10 South Riverside Plaza, Suite 2220, Chicago, Illinois 60606 (hereinafter "Assignee").

BACKGROUND

Assignor and Assignee are parties to an Agreement of Purchase and Sale, effective November 15, 2001 (the "Purchase Agreement"), for the purchase and sale of certain assets and liabilities from Assignor by Assignee. As part of said Purchase Agreement, Assignor



has agreed to assign to Assignee the trademark , which includes the design only, and which was registered on the U.S. Principal Register of the United States Patent and Trademark Office, Certificate Number 2127105 on January 6, 1998, and which Assignor has adopted and is using for certain executive search services. Assignee desires that Assignor now assign said trademark to Assignee.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor assigns to Assignee all of its right, title, and interest in and to the



trademark, , including all goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof, free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization, and the above identified registration of such trademark.

2. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.



3. Assignee accepts the foregoing assignment of the trademark,

IN WITNESS WHEREOF, the parties have executed this Assignment under seal as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

SPHERION PACIFIC ENTERPRISES LLC

DHR INTERNATIONAL INC.

Lisa Iglesias
By: Lisa Iglesias
General Counsel, Vice President, & Secretary

David H. Hoffmann
By: David H. Hoffmann
Chairman and Chief Executive Officer

Date: 11/21/01

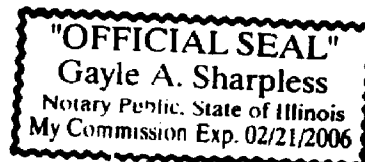
Date: 4-22-02

SUBSCRIBED and SWORN to before me this 21st day of November 2001.

SUBSCRIBED and SWORN to before me this 22nd day of ~~November~~ 2001. APRIL, 2002

Joan M. Lancellot
Notary Public

Gayle A. Sharpless
Notary Public



TRADEMARK
REEL: 002679 FRAME: 0639

ASSIGNMENT OF TRADEMARK

THIS AGREEMENT, effective November 16, 2001, is made from Spherion Pacific Enterprises LLC, formerly known as Interim Acquisition Corporation (In March of 1997 - Interim Acquisition Corporation purchased the assets of Stratford Group. In July of 1997 - Interim Acquisition Corporation changed its name to Interim Career Services Inc. In November of 1998 - Interim Career Services Inc. transferred its assets, including Intellectual Property, to Interim Services Pacific LLC. In January 2000, Interim Services Pacific LLC transferred its assets, including Intellectual Property, to Interim Pacific Enterprises LLC. In July of 2000, Interim changed its name to Spherion, so that Interim Pacific Enterprises LLC became Spherion Pacific Enterprises LLC.), a corporation of the State of Delaware, with its principal place of business at 2050 Spectrum Boulevard, N.W., Fort Lauderdale, Florida 33309-3008 (hereinafter "Assignor"), to DHR International, Inc., a company of the State of Illinois, doing business at 10 South Riverside Plaza, Suite 2220, Chicago, Illinois 60606 (hereinafter "Assignee").

BACKGROUND

Assignor and Assignee are parties to an Agreement of Purchase and Sale, effective November 15, 2001 (the "Purchase Agreement"), for the purchase and sale of certain assets and liabilities from Assignor by Assignee. As part of said Purchase Agreement, Assignor has agreed to assign to Assignee the trademark "**STRATFORD GROUP**," which was registered on the U.S. Principal Register of the United States Patent and Trademark Office, Certificate Number 2130291 on January 20, 1998, and which Assignor has adopted and is using for certain executive search services. Assignee desires that Assignor now assign said trademark to Assignee.

IN CONSIDERATION of the foregoing, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor assigns to Assignee all of its right, title, and interest in and to the trademark "**STRATFORD GROUP**," including all goodwill of the business in connection with which the said mark is used and which is symbolized by the said mark, along with the right to recover for damages and profits for past infringements thereof, free from any notice or claim asserted or threatened by any third party due to the infringement of any trade name, trademark, service mark, copyright, or license of any person or organization, and the above identified registration of such trademark.
2. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's rights, title, and interest in and to the said mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

3. Assignee accepts the foregoing assignment of the trademark "STRATFORD GROUP."

IN WITNESS WHEREOF, the parties have executed this Assignment under seal as of the day and year first written above.

ASSIGNOR:


SPHERION PACIFIC ENTERPRISES LLC

Lisa Iglesias
By: Lisa Iglesias
General Counsel, Vice President, & Secretary

Date: 11/24/01

SUBSCRIBED and SWORN to
before me this 21st day
of November 2001.

Joan M. Lancelot
Notary Public

 Joan M Lancelot
My Commission CC977537
Expires December 09, 2004

ASSIGNEE:

DHR INTERNATIONAL INC.

David H. Hoffmann
By: David H. Hoffmann
Chairman and Chief Executive Officer

Date: 4-22-02

SUBSCRIBED and SWORN to
before me this 22nd day
of ~~November~~ 2001. APRIL 2002

Gayle A. Sharpless
Notary Public

"OFFICIAL SEAL"
Gayle A. Sharpless
Notary Public, State of Illinois
My Commission Exp. 02/21/2006