

04-11-2003

FORM PTO-1594  
1-31-92



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102416311

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Personnel Decisions International Corporation

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-MN  
 Other \_\_\_\_\_

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

4110-03

2. Name and address of receiving party(ies):  
Name: ePredix Holdings, Inc.  
Internal Address: Suite 1300  
Street Address: 225 South 6th Street  
City Minneapolis State MN ZIP 55402

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 09/01/2000

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Trademark registration No.(s) 1773495

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: John Pickerill  
Internal Address: Fredrikson & Byron, P.A.  
4000 Pillsbury Center  
Street Address: 200 Sixth Avenue South  
City: Minneapolis State: MN ZIP 55402-1425

6. Total number of applications and registrations involved: 1

FINANCE SECTION  
APR 11 2003

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 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.

John C. Pickerill      [Signature]      4/3/03  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments and documents: 3

OMB No. 0651-0011 (exp. 4/94)

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and the Office of Management and Budget, Paperwork Reduction Project, (0651-0011). Washington, D.C. 20503

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TRADEMARK  
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## TRADEMARK ASSIGNMENT

**WHEREAS**, PERSONNEL DECISIONS INTERNATIONAL CORPORATION, a Minnesota corporation with an address at 2000 Plaza VII Tower, 45 South Seventh Street, Minneapolis, Minnesota 55402-1608 ("Assignor"), owns all right, title and interest in and to the trademarks, service marks and logos used in or in connection with the Business (as such term is defined in the Purchase Agreement described below), including without limitation the "SELECTING FOR SUCCESS" trademark, Registration No. 1,773,495; and all derivations, variations and combinations thereof, and all applications for registration, registrations and renewals therefor (collectively, the "Marks"), together with the goodwill of the business associated therewith.

**WHEREAS**, EPREDIX HOLDINGS, INC., a Delaware corporation with an address at 301 Mission Street, Suite 200, San Francisco, California 94105 ("Assignee"), is desirous of acquiring the entire right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith.

**WHEREAS**, pursuant to the terms of the Asset Transfer and Contribution Agreement between Assignor and Assignee dated as of August 31, 2001, Assignor has assigned and transferred to Assignee all right, title and interest in and to the Marks, together with the goodwill of the business associated therewith.

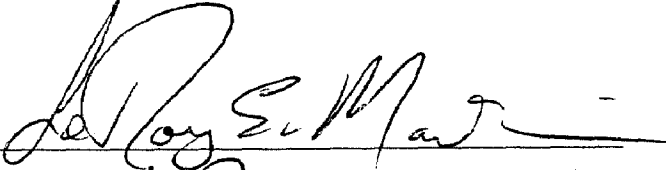
**WHEREAS**, the parties desire to confirm such assignment and transfer of the Marks by this Assignment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer unto Assignee, and Assignee's successors and assigns, Assignor's entire right, title, and interest in and to the Marks, together with the goodwill of the business associated therewith, all common law and statutory right, title and interest in the Marks, all rights of registration, maintenance, renewal and protection thereof, and all rights of recovery and of legal action for past infringements and of opposition and/or cancellation proceedings for protection of the Marks. Assignor hereby authorizes Assignee, its successors and assigns to the fullest extent permitted by applicable law, to file in its own name applications for trademark and/or service mark registration in the United States and in foreign countries in connection with the Marks, and to secure in its own name the registrations granted thereon. Assignor hereby agrees that upon request, it will sign all necessary papers, and make all rightful oaths, and do all acts which Assignee, or its successors or assigns may consider necessary in connection with the Marks and the assignment herein to Assignee. Assignor hereby represents and warrants that it (i) has not restricted, encumbered, granted a security interest, licensed, transferred or assigned, in whole or in part, any of the Marks (other than to Assignee), (ii) has full power and authority to enter into and perform

this Assignment, and (iii) has not, in foreign country or any political subdivision thereof, applied for or obtained a trademark or service mark registrations.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment on this 1st day of September, 2000.

PERSONNEL DECISIONS INTERNATIONAL CORPORATION

By:   
Name: LERoy E-MARTIN  
Title: CEO