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



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

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Tab settings

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

1. Name of conveying party(ies): Career Blazers Personnel Services, Inc

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

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

- Nature of conveyance: Assignment Merger Security Agreement Change of Name Other

Execution Date: October 16, 2002

2. Name and address of receiving party(ies) Name: William M. Lewis

Internal Address:

Street Address: 80 Orchard Road

City: Mt. Kisco State: NY Zip: 10549

- Individual(s) citizenship U.S. Association General Partnership Limited Partnership Corporation-State Other

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)

B. Trademark Registration No.(s) 2,272,492

Additional number(s) attached Yes No

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

Internal Address: Kleinberg, Kaplan, Wolff & Cohen, P.C.

Street Address: 551 Fifth Avenue, 18th Floor

City: New York State: NY Zip: 10176

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: Norris D. Wolff Name of Person Signing

Signature: [Handwritten Signature] Date: April 10, 2003

Total number of pages including cover sheet, attachments, and document: 6

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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Oct 16-2002 11:58am From-ERNST & YOUNG LLP

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EXHIBIT B**ASSIGNMENT****KNOW ALL MEN BY THESE PRESENTS:**

1. **ASSIGNMENT OF RIGHTS:** For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Career Blazers Personnel Services, Inc., a Delaware corporation, having an address at 590 Fifth Avenue, New York, New York 10036 (collectively, the "Assignor"), do hereby sell, grant, convey and assign unto William M. Lewis, having an address at 80 Orchard Road, Mt. Kisco, New York 10549 ("Assignee"), his successors, assigns and licensees all of Assignor's right, title and interest in and to the mark "RE-SOURCING" (the "Mark"), which is registered in the United States Patent and Trademark Office ("PTO") as set forth on the attached Schedule A.

2. **WARRANTIES:** Assignor hereby represents and warrants:

- (a) That Assignor has full and complete right, title and interest in and to the Mark and has not sold, granted, conveyed or assigned any of Assignor's right, title or interest in or to the Mark or to any person, firm or corporation other than Assignee;
- (b) That, to the best of Assignor's knowledge, other than in connection with that certain credit agreement among CapcSuccess LLC and Career Blazers LLC and Deutsche Bank Securities Inc., inter alia, dated December 27, 1999 and related agreements and documents (collectively, the "Credit Agreement"), there are no liens or encumbrances on the Mark and that no claims, proceedings and/or litigation exist or are pending with respect to the Mark; and
- (c) That Assignor has the right to enter into this agreement.

3. **FURTHER DOCUMENTATION:** Assignor shall execute, acknowledge and deliver to Assignee, or shall cause the execution, acknowledgment and delivery to Assignee of, such further documents and instruments as Assignee shall deem necessary to effect the intent and purpose of this agreement, including, without limitation, any documents or instruments required to be filed with the PTO and a written release in form reasonably acceptable to Assignee (the "Lien Release") which releases the Mark from any and all liens and encumbrances in connection with the Credit Agreement.

4. **ASSIGNMENT OF AGREEMENT:** This agreement, and the rights granted hereunder, may not be assigned by Assignor to any person, firm or corporation. Assignee may assign this agreement and the rights granted herein, and the representations and warranties contained herein, to any person or entity.

5. **GOVERNING:** This agreement shall be construed in accordance with the laws of the State of New York and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, licensees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement as of the 16 day of October, 2002.

ASSIGNOR:

CAREER BLAZERS PERSONNEL SERVICES,
INC.

By: 

Name:

Title:

ACCEPTED AND AGREED TO:

William M. Lewis

5. **GOVERNING:** This agreement shall be construed in accordance with the laws of the State of New York and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, licensees and assigns.

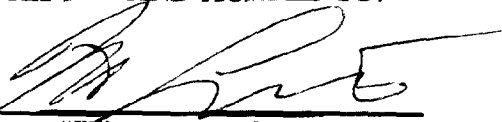
IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement as of the 16th day of October, 2002.

ASSIGNOR:

CAREER BLAZERS PERSONNEL SERVICES,
INC.

By: _____
Name:
Title:

ACCEPTED AND AGREED TO:



William M. Lewis

ASSIGNOR'S TRADEMARK REGISTRATIONS

Declaration
of Usage Due or Filed

Due for
Renewal

In Force
For

Date
Registered

Registration No.

Serial No.

8/24/99

2,272,492

RE-SOURCING

RECORDED: 04/15/2003

TRADEMARK
REEL: 002711 FRAME: 0927