

11-21-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

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

102606417

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):

Goodman & Co., Inc.

16-24-03

- 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: 06/23/2000

2. Name and address of receiving party(ies)

Name: Staffing Now, Inc.

Internal Address: Regency West 6, Suite 113

Street Address: 4600 Westown Parkway

City: W. Des Moines State: IA Zip: 50266

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Iowa 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) 1,815,082

Additional number(s) attached Yes No

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

Name: Wendy K. Marsh

Internal Address:

Street Address: 801 Grand Avenue, Suite 3200

City: Des Moines State: IA Zip: 50309-2721

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41):

- Enclosed Authorized to be charged to deposit account any under payment or credit of any over payment

8. Deposit account number:

26-0084

DO NOT USE THIS SPACE

9. Signature.

Wendy K. Marsh Name of Person Signing

Signature

10/21/03 Date

Total number of pages including cover sheet, attachments, and document: 8

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

11/20/2003 6TON11 00000181 260084 1815082

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10-24-2003

U.S. Patent & TMO/TM Mail Rcpt Dt. #58

TRADEMARK REEL: 002867 FRAME: 0257

ASSET PURCHASE AGREEMENT

by and among

STAFFING NOW, INC.,

GOODMAN & CO., INC.,

d/b/a FRIENDS & COMPANY, INC.;

K.G. VINTAGE TRUST I, K.G. VINTAGE TRUST II,

J.G. VINTAGE TRUST I, J.G. VINTAGE TRUST II

and

ROBERT S. GOODFRIEND

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made as of June 23, 2000, by and among Staffing Now, Inc., a Delaware corporation (the "Buyer"), Goodman & Co., Inc. (d/b/a Friends & Company, Inc.), a Maryland corporation (the "Seller"), K.G. Vintage Trust I ("KGI"), K.G. Vintage Trust II ("KGII"), J.G. Vintage Trust I ("JGI"), J.G. Vintage Trust II ("JGII") (collectively, KGI, KGII, JGI and JGII are referred to herein as the "Shareholder") and Robert S. Goodfriend, the sole current beneficiary of the Shareholder and the Chairman of the Seller (the "Principal").

Preliminary Statement

The Buyer desires to purchase, and the Seller desires to sell, substantially all of the assets of the Seller in exchange for the consideration and the assumption of certain of the Seller's liabilities as set forth below, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Sale and Delivery of the Assets.

1.1. Delivery of the Assets.

(a) Subject to and upon the terms and conditions of this Agreement, at the closing of the transactions contemplated by this Agreement (the "Closing"), the Seller shall sell, transfer, convey, assign and deliver to the Buyer, and the Buyer shall purchase from the Seller, all of the assets, tangible and intangible, of every kind and nature owned or used by Seller in connection with the operation of its business (the "Acquired Business"), including without limitation, the following properties, assets, rights and interests:

(i) all office supplies and similar materials of the Seller which exist on the Closing Date (as defined below) (the "Supplies");

(ii) all accounts receivable, all unbilled work-in-progress, notes and notes receivable (excluding those items listed on Schedule 1.1(b)(i)) existing on the Closing Date which are payable to the Seller, including any security held by the Seller for the payment thereof (collectively, the "Accounts Receivable") (the parties agree that (A) the Buyer will not assume more than \$1,700,000 of Accounts Receivable and (B) the Accounts Receivable will be the most current Accounts Receivable);

(iii) the benefit of all prepaid expenses of the Seller, all security and other deposits paid by the Seller and all prepayments from customers of the Seller existing on the Closing Date;

(iv) all rights of the Seller under any contracts, agreements, leases (excluding the Excluded Leases (as defined below)) and other instruments, other than contracts relating to any Employee Plan (as defined below) (collectively, the "Contracts") (the parties agree that certain Contracts listed on Schedule 2.15 shall not be sold by the Buyer nor purchased by the Seller and such Contracts are noted on Schedule 2.15);

(v) all books, records, correspondence, manuals, customer information, potential customer information, temporary and permanent candidate information, potential temporary and permanent candidate information, studies, reports and summaries relating to the Acquired Business or the Assets, but excluding corporate minute books, stock transfer ledgers and similar records pertaining to the corporate governance or existence of Seller (collectively, the "Records");


(vi) all rights of the Seller under express or implied warranties from the suppliers of the Seller;

(vii) all furniture, fixtures, equipment, and leasehold improvements owned by the Seller on the Closing Date, whether or not reflected as capital assets in the accounting records of the Seller and located at a facility operated by the Seller, other than a facility subject to one of the Excluded Leases (collectively, the "Fixed Assets") (the parties agree that certain Fixed Assets located in Chicago, Illinois and used by Barbara Conlon shall remain with the Seller for a period not greater than 120 days after the Closing and, at the end of such period, shall be transferred, at Seller's expense, to such location as Buyer determines);


(viii) all of the Seller's right, title and interest in and to all intangible property rights, including but not limited to inventions, discoveries, trade secrets, processes, know-how, patents, patent applications, trade names, (including the name "Friends & Company" or any derivation thereof), trademarks, trademark registrations, application for trademark registrations, copyrights, copyright registrations, whether owned or, where not owned, used by the Seller in its business and all licenses and other agreements to which the Seller is a party (as licensor or licensee) or by which the Seller is bound relating to any of the foregoing kinds of property or rights to any know-how or disclosure or use of ideas (collectively, the "Intangible Property");

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of and on the date first above written.

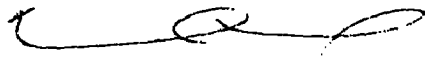
GOODMAN & CO., INC.


By: 
Robert S. Goodfriend
Chairman

PRINCIPAL

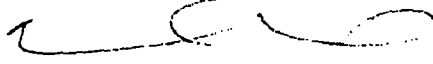

Robert S. Goodfriend

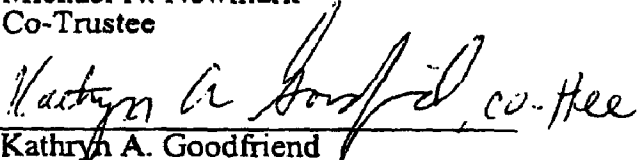
K.G. VINTAGE TRUST I

By: 
Michael N. Newmark
Co-Trustee

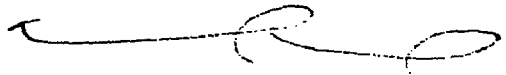
By: 
Kathryn A. Goodfriend
Co-Trustee

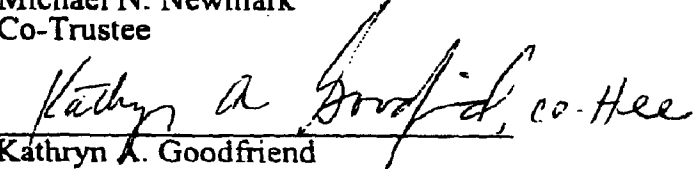
K.G. VINTAGE TRUST II

By: 
Michael N. Newmark
Co-Trustee


By: 
Kathryn A. Goodfriend
Co-Trustee

J.G. VINTAGE TRUST I

By: 
Michael N. Newmark
Co-Trustee

By: 
Kathryn A. Goodfriend
Co-Trustee

J.G. VINTAGE TRUST II

By: 
Michael N. Newmark
Co-Trustee

By: 
Kathryn A. Goodfriend
Co-Trustee

STAFFING NOW, INC.

By: _____
Mark Schaul
Executive Vice President

J.G. VINTAGE TRUST II

By: _____
Michael N. Newmark
Co-Trustee

By: _____
Kathryn A. Goodfriend
Co-Trustee

STAFFING NOW, INC.

By: Mark Schaul
Mark Schaul
Executive Vice President

Trade Names and Other Intangible Property

"Friends & Company" was registered as a service mark (Serial Nr. 74222705) with the Federal Patent and Trademark Office on January 4, 1994

"Friends & Company" is not registered under the fictitious name registrations of Maryland, Virginia or the District of Columbia