

05-10-2004  
102741894

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

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

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

1. Name of conveying party(ies):

Randstad General Partner (US) LLC

5.3.04

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company
- 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 24, 2004

2. Name and address of receiving party(ies)

Name: English & Associates, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 9070 Viking Blvd. NW

City: Elk River State: MN Zip: 55330

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

2,256,840

Additional number(s) attached  Yes  No

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

Name: Clifford W. Browning

Internal Address: \_\_\_\_\_

Street Address: Bank One Center/Tower

111 Monument Circle, Suite 3700

City: Indianapolis State: IN Zip: 46204

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:

23-3030

(Attach duplicate copy of this page if paying 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.

Clifford W. Browning

Name of Person Signing

*Clifford W. Browning*

Signature

April 30, 2004

Date

Total number of pages including cover sheet, attachments, and document: 2

05/07/2004 6TON11 00000030 2256840

01 FC:8521

40.00 DP

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



05-03-2004

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #77

TRADEMARK

REEL: 002964 FRAME: 0907

**EXHIBIT A**

**SERVICE MARK ASSIGNMENT**

THIS SERVICE MARK ASSIGNMENT AGREEMENT ("Agreement") is executed this 22 day of April, 2004 (the "Closing Date") by and between Randstad General Partner (US) LLC, a Delaware Limited Liability Company and/or all such other persons or entities owning an interest in the Service Marks and Web Site (as defined hereinafter) as may be designated by the parties, (collectively "Assignor"), and English & Associates, Inc., a Minnesota corporation, doing business at 9070 Viking Boulevard NW, Elk River, Minnesota 55330 ("Assignee").

**WITNESSETH**

WHEREAS, Assignor is the owner of the service mark MINDSHARP (the "Service Mark"); and

WHEREAS, Assignor is the owner of all right, title and interest in and to the federal registration for the Service Mark, Registration No. 2256840 (the "Registration"); and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Service Mark and the Registration;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Service Mark and the Registration and the underlying business identified thereby, together with the goodwill of the business symbolized by the Service Mark and the Registration, along with the right to recover for damages and profits and other remedies for past infringement of the Service Mark and the Registration.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Service Mark and the Registration, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

"ASSIGNOR"

RANDSTAD GENERAL PARTNER (US) LLC

By: Steve J. Whitehead  
Name: Steve J. Whitehead  
Title: VP  
Date: 4/24/04