

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SALE AND PURCHASE AGREEMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lee Hecht Harrison LLC		11/12/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Adecco SA
Street Address:	Chateau Bonmont
City:	Cheserex
State/Country:	SWITZERLAND
Postal Code:	1275
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 26		
Property Type	Number	Word Mark
Serial Number:	78381938	LEE HECHT HARRISON
Registration Number:	2813008	LEE HECHT HARRISON AIM PROCESS
Serial Number:	78352984	CAREER RESOURCE NETWORK
Serial Number:	78381474	PRODUCTIVITY TO PLACEMENT
Serial Number:	78427953	LHH CONNECT2JOBS
Serial Number:	78304948	LHH CORE AND EDGE
Serial Number:	78415011	LHH CORE, EDGE AND AGILITY
Serial Number:	78412791	BOTTOM LINE: GROWTH
Serial Number:	78412822	BOTTOM LINE: SUCCESS
Serial Number:	78412814	BOTTOM LINE: ACHIEVEMENT
Serial Number:	78412810	BOTTOM LINE: RESULTS
Serial Number:	78412769	BOTTOM LINE: PERFORMANCE
Serial Number:	78240643	LHH CAREERCAMPUS
Registration Number:	2622493	CAREERTOOLS

OP \$665.00 78381938

Registration Number:	2625103	EXECUPLANET
Registration Number:	2898689	LEE HECHT HARRISON CAREER MOBILITY INDEX
Registration Number:	2884011	LEADLINK
Serial Number:	76557078	SIGNATURE SERVICE
Serial Number:	76557077	SIGNATURE SUCCESS
Serial Number:	76557075	RESUME RESERVE
Registration Number:	2752181	LHH LINK
Registration Number:	2720599	AIM THE FOCUS TO ACHIEVE SUPERIOR RESULTS
Serial Number:	76296357	CAREER MOBILITY INDEX
Registration Number:	2202343	NINE STEPS TO GETTING THE JOB YOU WANT
Registration Number:	2202342	NINE STEPS TO GETTING THE JOB YOU WANT
Registration Number:	2170853	WORKFORCE INNOVATIONS

CORRESPONDENCE DATA

Fax Number: (650)833-2001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650.833.2434
Email: cbashir@graycary.com
Correspondent Name: George C. Limbach
Address Line 1: 2000 University Avenue
Address Line 4: East Palo Alto, CALIFORNIA 94303-2248

ATTORNEY DOCKET NUMBER: 2102553-100

DOMESTIC REPRESENTATIVE

Name: George C. Limbach
Address Line 1: 2000 University Avenue
Address Line 4: East Palo Alto, CALIFORNIA 94303-2248

NAME OF SUBMITTER: Carol Anne Bashir

Total Attachments: 7

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Sale and Purchase Agreement

Entered into between

Adecco SA, a Swiss corporation having its registered office at 1275 Chéserey,
Switzerland (hereafter referred to as "ASA")

and

Lee Hecht Harrison LLC, an American company having its registered offices at 50
Tice Boulevard Woodcliff Lake, New Jersey, NJ 07677, USA (hereafter referred to as
"Seller")

RECITALS

Whereas, Seller is the true and lawful owner of the trademark "Lee Hecht Harrison" and any and all trademarks, service marks, designs or emblems, now existing for the United States ("U.S.") ("Marks") and its territory.

Whereas, ASA is desirous to buy the U.S. rights to the Mark "Lee Hecht Harrison" and Seller is willing to sell the rights to the Mark "Lee Hecht Harrison" to ASA.

Now therefore, parties hereto hereby agree as follows.

ARTICLE 1 OBJECT

Object of the present agreement is the mark "Lee Hecht Harrison" and a number of trademarks and service marks including "Lee Hecht Harrison" as described comprehensively in the attached Annex 1 (hereafter "the Trademarks").

ARTICLE 2 PURCHASE AND TRANSFER

- 2.1 The parties hereto agree that Seller shall sell and ASA shall buy the Marks with effect as of November 12, 2004.
- 2.2 The parties further agree that all rights, title, and interest (including goodwill) attached to the Marks are transferred to ASA with effect as of November 12, 2004. This transfer includes any documentation, description of or relating to the Marks.

ARTICLE 3 CONSIDERATION

In consideration for the sale and transfer of the Marks, ASA pays to Seller the amount of USD 57,252,700. Payment of such sum shall be made by offsetting existing intercompany balances as per separate agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.1 Seller represents and warrants that it has full, unchallenged legal and beneficial title to the Marks in the United States of America.
- 4.2 Seller represents and warrants that all Intellectual Property Rights related to the Marks do not violate or infringe upon any third party rights.
- 4.3 Seller undertakes to indemnify and hold ASA harmless from and against any claims or liabilities arising from the Marks or the use of the Marks violating or infringing any third parties rights existing at the date of this Agreement.

ARTICLE 5 LICENSE AGREEMENTS

- 5.1 Seller represents and warrants that it has not entered into any license agreement with any third party regarding the use of the Marks, except with respect to rights it has granted to its global partners.
- 5.2 ASA grants to Seller the right to use Marks and license the rights to others to use the Marks pursuant to terms and conditions to be stipulated in a separate License Agreement.

ARTICLE 6 INTERPRETATION AND GOVERNING LAW

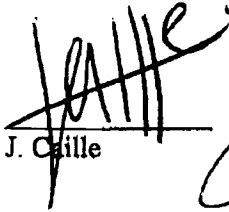
- 6.1 This Agreement sets forth the entire intent and understanding of and between the parties relating to the subject matter hereof and merges all prior discussion and associations between them, and neither party shall be bound by any condition, definition, representation or warranty other than is expressly set forth herein or as subsequently set forth in writing and executed by the duly authorized officer or officers of the party or parties to be bound thereby.
- 6.2 This Agreement shall in all respect be governed by and construed in accordance with the laws of Switzerland.
- 6.3 For all disputes and controversies arising out of or related to this Agreement the parties hereto expressly agree to submit them to the Courts of the Canton of Vaud, Switzerland and expressly renounce to any other jurisdiction which could correspond to them in accordance with their national law.

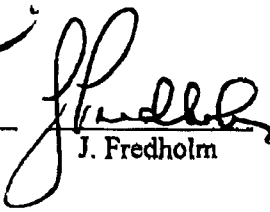
ARTICLE 7 SEVERABILITY

Should any provision of this agreement be declared void or non-enforceable, such declaration shall not affect the rest of this agreement which shall be fully valid and enforceable. The parties shall be released from all the rights and obligations arising out of the provision declared void or unenforceable, but only the extent such rights or obligations are directly affected by such invalidity or unenforceability. In this case the parties shall negotiate in good faith in order to replace the provision declared void or unenforceable with a new provision valid and enforceable, which preserves the original intentions of the parties.

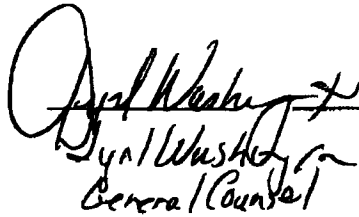
IN WITNESS WHEREOF, the parties have signed this agreement in two original counterparts by the officers duly authorized for this purpose.

Signed by Adecco SA


J. Caille


J. Fredholm

Signed by: Lee Hecht Harrison LLC


Paul Whiskey
General Counsel

Date: November 12, 2004

Annex 1

Trademark: LEE HECHT HARRISON

Serial number: 78381938

Classes: IC 035 (US 100, 101 and 102) and IC 041 (US 100, 101 and 107)

Filing date: March 10, 2004

Trademark: LEE HECHT HARRISON AIM PROCESS

Serial number: 78205936

Class: IC 041 (US 100, 101 and 107)

Filing date: Nov 18, 2003

Registration number: 2813008

Registration date: February 10, 2004

Trademark: CAREER RESOURCE NETWORK

Serial number: 78352984

Class: IC 035. US 100 101 102

Filing date: January 16, 2004

Trademark: PRODUCTIVITY TO PLACEMENT

Serial number: 78381474

Class: IC 035, US 100 101 102

IC 041. US 100 101 107

Filing date: March 10, 2004

Trademark: LHH CONNECT2JOBS

Serial number: 78427953

Class: IC 035. US 100 101 102

Filing date: June 1, 2004

Trademark: LHH CORE AND EDGE

Serial number: 78304948

Class: IC 041. US 100 101 107

Filing date: September 24, 2003

Trademark: LHH CORE, EDGE AND AGILITY

Serial number: 78415011

Class: IC 041. US 100 101 107

Filing date: May 7, 2004

Trademark: BOTTOM LINE: GROWTH

Serial number: 78412791

Class: IC 035. US 100 101 102

Filing date: May 4, 2004

Trademark: BOTTOM LINE: SUCCESS
Serial number: 78412822
Class: IC 035. US 100 101 102
Filing date: May 4, 2004

Trademark: BOTTOM LINE: ACHIEVEMENT
Serial number: 78412814
Class: IC 035. US 100 101 102
Filing date: May 4, 2004

Trademark: BOTTOM LINE: RESULTS
Serial number: 78412810
Class: IC 035. US 100 101 102
Filing date: May 4, 2004

Trademark: BOTTOM LINE: PERFORMANCE
Serial number: 78412769
Class: IC 035. US 100 101 102
Filing date: May 4, 2004

Trademark: LHH CAREERCAMPUS
Serial number: 78240643
Class: IC 009. US 021 023 026 036 038
IC 035. US 100 101 102
IC 041. US 100 101 107
Filing date: April 22, 2003

Trademark: CAREERTOOLS
Serial number: 78065185
Class: IC 042. US 100 101
Filing date: May 23, 2001
Registration number: 2622493
Registration date: September 17, 2002

Trademark: EXECUPLANET
Serial number: 78063979
Class: IC 042. US 100 101
Filing date: May 16, 2001
Registration number: 2625103
Registration date: September 24, 2002

Trademark: LEE HECHT HARRISON CAREER MOBILITY INDEX
Serial number: 76477289
Class: IC 035. US 100 101 102
Filing date: December 19, 2002
Registration number: 2898689

Registration date: November 2, 2004

Trademark: LEADLINK

Serial number: 76557076

Class: IC 035. US 100 101 102

Filing date: October 6, 2003

Registration number: 2884011

Registration date: September 14, 2004

Trademark: SIGNATURE SERVICE

Serial number: 76557078

Class: IC 041. US 100 101 107

Filing date: October 6, 2003

Trademark: SIGNATURE SUCCESS

Serial number: 76557077

Class: IC 041. US 100 101 107

Filing date: October 6, 2003

Trademark: RESUME RESERVE

Serial number: 76557075

Class: IC 035. US 100 101 102

Filing date: October 6, 2003

Trademark: LHH LINK

Serial number: 76400198

Class: IC 035. US 100 101 102

Filing date: April 25, 2002

Registration number: 2752181

Registration date: August 19, 2003

Trademark: AIM THE FOCUS TO ACHIEVE SUPERIOR RESULTS

Serial number: 76296358

Class: IC 041. US 100 101 107

Filing date: August 8, 2001

Registration number: 2720599

Registration date: June 3, 2003

Trademark: CAREER MOBILITY INDEX

Serial number: 76296357

Class: IC 035. US 100 101 102

Filing date: August 8, 2001

Abandonment date: December 10, 2002

Trademark: NINE STEPS TO GETTING THE JOB YOU WANT

Serial number: 75211540

Class: IC 016. US 002 005 022 023 029 037 038 050
IC 041. US 100 101 107
Filing date: December 11, 1996
Registration number: 2202343
Registration date: November 3, 1998

Trademark: NINE STEPS TO GETTING THE JOB YOU WANT
Serial number: 75210183
Class: IC 009. US 021 023 026 036 038
Filing date: December 09, 1996
Registration number: 2202342
Registration date: November 3, 1998

Trademark: WORKFORCE INNOVATIONS
Serial number: 75203915
Class: IC 035. US 100 101 102
Filing date: November 25, 1996
Registration number: 2170853
Registration date: July 7, 1998