

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

Venturi Partners, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- 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: 9/30/04

2. Name and address of receiving party(ies)

Name: Venturi Staffing Partners, Inc.

Internal

Address: _____

Street Address: 2709 Water Ridge Parkway

City: Charlotte State: NC Zip: 28217

- Individual(s) citizenship USA
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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) 78/151,927

B. Trademark Registration No.(s) 2,851,292;
2,848,232

Additional number(s) attached Yes No

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

Name: Kurt A. Summe

Internal Address: Wood, Herron & Evans, LLP

2700 Carew Tower

Street Address: 441 Vine Street

City: Cincinnati State: OH Zip: 45202

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-3000

DO NOT USE THIS SPACE

9. Signature.

Kurt A. Summe

Name of Person Signing

Signature

December 3, 2004

Date

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

5

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

CH \$90.00 233000 78151927

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), is by and between Venturi Partners, Inc., a Delaware corporation (the "Assignor"), and Venturi Staffing Partners, Inc., a Delaware corporation (the "Assignee").

WHEREAS, Assignor is a party to that certain Stock Purchase Agreement by and among PFI Corp., CBS Personnel Holdings, Inc. ("Buyer") and Assignor dated as of July 19, 2004 (the "Stock Purchase Agreement") whereby Buyer agreed to purchase all of the outstanding stock of Assignee; and

WHEREAS, in connection with such Stock Purchase Agreement, Assignor and Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, In consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

Assignor, subject to any existing rights and licenses of third parties, does hereby assign, convey, transfer and deliver to Assignee, its successors, assigns and legal representatives or nominees, Assignor's entire right, title and interest, for all countries, jurisdictions and political entities of the world, along with the right to sue for past infringement, to all the trademarks, trademark registrations and trademark applications listed on **Schedule A**, together with the goodwill of the business symbolized by such trademarks (the "Assigned Trademarks").

Assignor further agrees that, upon request, Assignor will, without charge to Assignee, furnish all documentation in its possession relating to or supporting chain of title, sign all papers, take all rightful oaths, and do all other acts that may be reasonably necessary to reflect the assignment of the Assigned Trademarks to Assignee, its successors, assigns and legal representatives or nominees.

This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

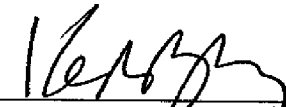
This Assignment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to the principles of conflicts of laws. This Assignment may be modified only in writing executed on behalf of both parties. This Assignment will be binding upon the parties hereto, their personal representatives, successors, heirs and permitted assigns.

If for any reason any of the provisions, or portions thereof, of this Assignment is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision, or portion thereof, will be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and the remaining portions of this Assignment will not be affected and will be valid and enforceable.

This Assignment and the Stock Purchase Agreement constitute the entire agreement between the parties regarding the Assigned Trademarks and supersedes all prior agreements and negotiations, either written or oral, expressed or implied regarding the subject matter hereof. Any representation, promise or condition relating to the Assigned Trademarks not contained or incorporated herein or in the Stock Purchase Agreement will not be binding upon either party.

[signatures begin on following page]

VENTURI PARTNERS, INC.

By: 
Name: Ken E. Bramlett, Jr.
Title: SVP

STATE OF NORTH CAROLINA)
):SS
COUNTY OF MECKLENBURG)

This 24 day of September, 2004 before me personally came the above-named Ken Bramlett Jr, to me personally known as the individual who executed the foregoing assignment on behalf of Venturi Partners, Inc., and who has acknowledged, to me that he executed the same of his own free will, for the purposes therein set forth.

(SEAL)


Notary Public

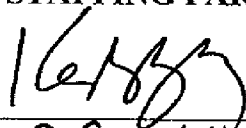
My Commission Expires: My Commission Expires July 20, 2005

ACCEPTANCE

The undersigned, Venturi Staffing Partners, Inc., hereby declares that it has accepted the foregoing assignment.

SIGNED AND SEALED this 30th day of September, 2004.

VENTURI STAFFING PARTNERS, INC.

By: 
Name: Ian R. Bramlett, Jr.
Title: SVP

SCHEDULE A**Trademarks**

Mark	Country	Serial No.	Registration No.	Filing/ Registration Date
VENTURI	USA	76/285,469 649	2,851,292	7/16/2001
STYLEMATCHER	USA	76-358,173	2,848,232	1/11/2002
VENTURI PARTNERS and Design	USA	78/151,927	--	8/07/2002