

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mr. James Booth		12/10/2004	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Allegiance Staffing, LLC		
Street Address:	5706 Root Road		
Internal Address:	#4		
City:	Spring		
State/Country:	TEXAS		
Postal Code:	77389		
Entity Type:	Limited Liability Company: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2507546		
CORRESPONDENCE DATA			
Fax Number:	(216)363-4607		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	216-363-4466		
Email:	trademark@bfca.com		
Correspondent Name:	Rita Kline		
Address Line 1:	200 Public Square		
Address Line 2:	2300 BP Tower		
Address Line 4:	Cleveland, OHIO 44114-2378		
NAME OF SUBMITTER:	Rita Kline		
Signature:	/Rita Kline/		
Date:	12/20/2004		

OP \$40.00 2507546

Total Attachments: 2
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ASSIGNMENT OF TRADEMARKS

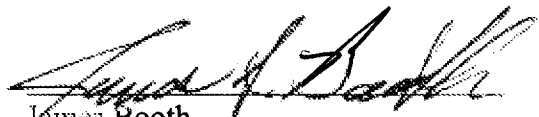
WHEREAS, James Booth, an individual United States citizen ("Assignor"), with an address at 403 Lafayette Park, South Lake, TX 76092, owns all right, title and interest in the trademark listed on the attached Schedule A (the "Trademark");

WHEREAS, Allegiance Staffing, LLC, an Ohio Limited Liability Company ("Assignee"), with a place of business at 5706 Root Road, #4, Spring, Texas, 77389, is desirous of acquiring the Trademark, and the goodwill associated therewith;

NOW, THEREFORE, in consideration of the payment of ten dollars (\$10.00) by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

Assignor does hereby assign and transfer unto Assignee Assignor's entire and undivided right, title and interest in and to the Trademark, together with all the associated goodwill of its business symbolized thereby and all registrations of same, as well as all rights to injunctive relief, damages or profits, due or accrued, arising out of all causes of action, past, present, and future, including infringement of the Trademark, or other violations, or injury to the said goodwill, and the right to sue for and recover the same in Assignee 's own name and the names of Assignee's successors, assigns or other legal representatives.

IN WITNESS WHEREOF, this Assignment has been executed this 10 day of December, 2004.

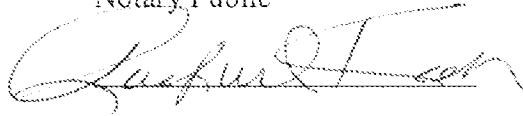

James Booth

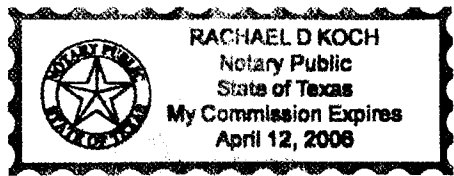
STATE OF Texas)
COUNTY OF Dallas) ss:

On this 10 day of December, 2004, before me appeared James Booth, the person who signed this instrument, who acknowledged that he signed it as a free act.

SEAL

Notary Public





SCHEDULE A

Mark	Registration No.	Registration Date	Type
ALLEGIANCE STAFFING	2,507,546	November 13, 2001	Federal

