

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | CORRECTIVE ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Corrective Assignment to correct the State of incorporation of conveying party, Career Blazers Personnel Services, Inc. (correct state of incorporation is New York) previously recorded on Reel 002711 Frame 0923. Assignor(s) hereby confirms the Assignment. |

**CONVEYING PARTY DATA**

| Name                                    | Formerly | Execution Date | Entity Type           |
|---|----------|----------------|-----------------------|
| Career Blazers Personnel Services, Inc. |          | 10/16/2002     | CORPORATION: NEW YORK |

**RECEIVING PARTY DATA**

|                        |                           |
|------------------------|---------------------------|
| <b>Name:</b>           | William M. Lewis          |
| <b>Street Address:</b> | 80 Orchard Road           |
| <b>City:</b>           | Mt. Kisco                 |
| <b>State/Country:</b>  | NEW YORK                  |
| <b>Postal Code:</b>    | 10549                     |
| <b>Entity Type:</b>    | INDIVIDUAL: UNITED STATES |

**PROPERTY NUMBERS Total: 1**

| Property Type        | Number  | Word Mark   |
|----------------------|---------|-------------|
| Registration Number: | 2272492 | RE-SOURCING |

**CORRESPONDENCE DATA**

Fax Number: (212)986-8866  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2129866000  
 Email: rgreenstein@kkwc.com  
 Correspondent Name: Robin Greenstein  
 Address Line 1: KKWC - 551 Fifth Avenue, 18th Floor  
 Address Line 4: New York, NEW YORK 10176

|                           |                        |
|---------------------------|------------------------|
| <b>NAME OF SUBMITTER:</b> | Robin L. Greenstein    |
| <b>Signature:</b>         | /s/Robin L. Greenstein |

OP \$40.00 2272492

Date:

07/25/2005

**Total Attachments: 4**

source=RESOURCING TRADEMARK ASSIGNMENT#page1.tif

source=RESOURCING TRADEMARK ASSIGNMENT#page2.tif

source=RESOURCING TRADEMARK ASSIGNMENT#page3.tif

source=RESOURCING TRADEMARK ASSIGNMENT#page4.tif

## **EXHIBIT B**

### **ASSIGNMENT**

#### **KNOW ALL MEN BY THESE PRESENTS:**

1. **ASSIGNMENT OF RIGHTS:** For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, Career Blazers Personnel Services, Inc., a New York corporation, having an address at 590 Fifth Avenue, New York, New York 10036 (collectively, the "Assignor"), do hereby sell, grant, convey and assign unto William M. Lewis, having an address at 80 Orchard Road, Mt. Kisco, New York 10549 ("Assignee"), his successors, assigns and licensees all of Assignor's right, title and interest in and to the mark "RE-SOURCING" (the "Mark"), which is registered in the United States Patent and Trademark Office ("PTO") as set forth on the attached Schedule A.

2. **WARRANTIES:** Assignor hereby represents and warrants:

- (a) That Assignor has full and complete right, title and interest in and to the Mark and has not sold, granted, conveyed or assigned any of Assignor's right, title or interest in or to the Mark or to any person, firm or corporation other than Assignee;
- (b) That, to the best of Assignor's knowledge, other than in connection with that certain credit agreement among CapeSuccess LLC and Career Blazers LLC and Deutsche Bank Securities Inc., inter alia, dated December 27, 1999 and related agreements and documents (collectively, the "**Credit Agreement**"), there are no liens or encumbrances on the Mark and that no claims, proceedings and/or litigation exist or are pending with respect to the Mark; and
- (c) That Assignor has the right to enter into this agreement.

3. **FURTHER DOCUMENTATION:** Assignor shall execute, acknowledge and deliver to Assignee, or shall cause the execution, acknowledgment and delivery to Assignee of, such further documents and instruments as Assignee shall deem necessary to effect the intent and purpose of this agreement, including, without limitation, any documents or instruments required to be filed with the PTO and a written release in form reasonably acceptable to Assignee (the "**Lien Release**") which releases the Mark from any and all liens and encumbrances in connection with the Credit Agreement.

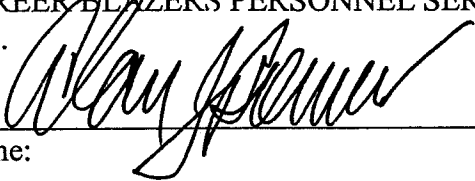
4. **ASSIGNMENT OF AGREEMENT:** This agreement, and the rights granted hereunder, may not be assigned by Assignor to any person, firm or corporation. Assignee may assign this agreement and the rights granted herein, and the representations and warranties contained herein, to any person or entity.

5. **GOVERNING:** This agreement shall be construed in accordance with the laws of the State of New York and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, licensees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this agreement as of the 16 day of October, 2002.

**ASSIGNOR:**

CAREER BLAZERS PERSONNEL SERVICES,  
INC.

By:   
Name: \_\_\_\_\_  
Title:

**ACCEPTED AND AGREED TO:**

\_\_\_\_\_  
William M. Lewis

5. **GOVERNING:** This agreement shall be construed in accordance with the laws of the State of New York and shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, licensees and assigns.

**IN WITNESS WHEREOF,** the parties hereto have executed and delivered this agreement as of the 16th day of October, 2002.

**ASSIGNOR:**

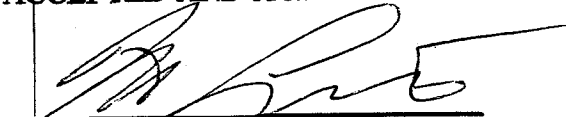
**CAREER BLAZERS PERSONNEL SERVICES,  
INC.**

By: \_\_\_\_\_

Name:

Title:

**ACCEPTED AND AGREED TO:**



William M. Lewis

ASSIGNOR'S TRADEMARK REGISTRATIONS

| <u>NAME</u> | <u>Serial No.</u> | <u>Registration No.</u> | <u>Date Registered</u> | <u>In Force For</u> | <u>Due for Renewal</u> | <u>Declaration of Usage Due or Filed</u> |
|-------------|-------------------|-------------------------|------------------------|---------------------|------------------------|--|
| RE-SOURCING |                   | 2,272,492               | 8/24/99                |                     |                        |  |