

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Select International Management, Inc.	FORMERLY Select International, Inc.	12/27/2004	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Select Intellectual, LLC
Street Address:	5700 Corporate Drive
Internal Address:	Suite 250
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15237
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2605848	SELECTRAK
Registration Number:	2605847	EZAPP
Registration Number:	2568635	SELECT ASSESSMENT
Registration Number:	2487355	SELECT INTERVIEWING
Registration Number:	2552068	SELECT INTERNATIONAL HT2 HIGH TECH HIGHTOUCH
Registration Number:	2527095	SELECT HT2
Registration Number:	2351318	SELECT INTERNATIONAL
Registration Number:	2448608	SELECT INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: (412)227-5551
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: wbuck@leechtishman.com
 Correspondent Name: William A. Buck

OP \$215.00 2605848

Address Line 1: 525 William Penn Place, 30th FL
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER:	William A. Buck
Signature:	/William A. Buck/
Date:	10/21/2005

Total Attachments: 8

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Office of the Secretary of State

CERTIFICATE OF AMENDMENT OF

Select International Management, Inc.
128803500

[formerly: SELECT INTERNATIONAL, INC.]

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of amendment for the above named entity have been received in this office and have been found to conform to law.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law hereby issues this Certificate of Amendment.

Dated: 12/27/2004
Effective: 12/27/2004



A handwritten signature in black ink, appearing to read "G. Connor".

Geoffrey S. Connor
Secretary of State

Form 404
(revised 9/03)

Return in Duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
FAX: 512/463-5709

Filing Fee: \$150



This space reserved for office use.

Articles of Amendment
Pursuant to Article 4.04,
Texas Business
Corporation Act

FILED
In the Office of the
Secretary of State of Texas
DEC 27 2004
Corporations Section

Article 1 -Name

The name of the corporation is as set forth below:

Select International, Inc.

State the name of the entity as it is currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name in Article 1.

The filing number issued to the corporation by the secretary of state is: 128803500

Article 2—Amended Name

(If the purpose of the articles of amendment is to change the name of the corporation, then use the following statement)

The amendment changes the articles of incorporation to change the article that names the corporation. The article in the Articles of Incorporation is amended to read as follows:

The name of the corporation is (state the new name of the corporation below)

Select International Management, Inc.

The name of the entity must contain an organizational ending or accepted abbreviation of such term. The name must not be the same as, deceptively similar to or similar to that of an existing corporate, limited liability company, or limited partnership name on file with the secretary of state. A preliminary check for "name availability" is recommended.

Article 3 -Amendment to Registered Agent/Registered Office

The amendment changes the articles of incorporation to change the article stating the registered agent and the registered office address of the corporation. The article is amended to read as follows:

Registered Agent of the Corporation
(Complete either A or B, but not both. Also complete C.)

A. The registered agent is an organization (cannot be corporation named above) by the name of:

OR

B. The registered agent is an individual resident of the state whose name is set forth below.

First Name	MI	Last Name	Suffix

Registered Office of the Corporation (Cannot be a P.O. Box.)

C. The business address of the registered agent and the registered office address is:			
Street Address	City	State	Zip Code
		TX	

Article 4 – Other Altered, Added, or Deleted Provisions

Other changes or additions to the articles of incorporation may be made in the space provided below. If the space provided is insufficient to meet your needs, you may incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

[Empty rectangular box for Article 4 provisions]

Article 5—Date of Adoption

The date of the adoption of the amendment(s) by the shareholders of the corporation, or by the board of directors where no shares have been issued is November 4, 2004

Article 6—Statement of Approval

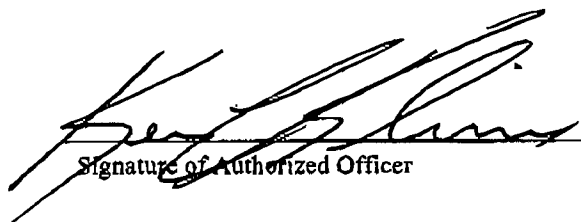
The amendments to the articles of incorporation have been approved in the manner required by the Texas Business Corporation Act and by the constituent documents of the corporation.

Effective Date of Filing

- A. This document will become effective when the document is filed by the secretary of state.
- OR
- B. This document will become effective at a later date, which is not more than ninety (90) days from the date of its filing by the secretary of state. The delayed effective date is 12/31/2004

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a false or fraudulent document.

 11-04-04
 Signature of Authorized Officer Date

CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is entered into this ___ day of December, 2004 and effective as of December 31, 2004 by and between Select International Management, Inc., a Texas corporation ("Select Management"), and Select Intellectual, LLC, a Pennsylvania limited liability company ("Select Intellectual").

WHEREAS, Select Management is engaged in the business of employment consulting and management services (the "Business").

WHEREAS, Select Management wishes to contribute all of its intangible assets associated with the Business to Select Intellectual in exchange for all the outstanding units in Select Intellectual.

WHEREAS, the foregoing contribution of assets by Select Management is subject to the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual representations, warranties, covenants, and agreements herein contained, Select Management and Select Intellectual, with the intent to be legally bound hereby, agree as follows:

I. CONTRIBUTION OF ASSETS BY SELECT MANAGEMENT

1.1 Contribution of the Assets.

(a) Subject to the terms and conditions of this Agreement, Select Management hereby assigns, transfers, and delivers to Select Intellectual, as a contribution, free and clear of all title defects, objections, liens, pledges, claims, rights of first refusal, options, charges, security interests, mortgages, or other encumbrances of any nature whatsoever, the following (collectively the "Contributed Assets"):

(i) Those patents, copyrights, trademarks, trade names, technology, know-how, processes, trade secrets, inventions, proprietary data, formulae, research and development data, computer software programs, and other intangible property and all goodwill associated with such intangible property, including but not limited to the items set forth on Exhibit 1.1 (collectively, the "Intangible Property");

(ii) All of Select's rights, claims, credits, causes of action, or rights of setoff against third parties relating to the Contributed Assets;

(iii) Those contracts, agreements, leases, licenses, and other instruments, arrangements, and commitments being assumed by Select Intellectual with respect to the Contributed Assets;

(iv) All certificates of occupancy and other transferable licenses, permits, registrations, authorizations, use agreements, orders, or approvals of governmental or

quasi-governmental agencies and authorities or private parties relating to the construction, use, operation, or enjoyment of the Contributed Assets; and

(v) Originals or copies of all books, records, files, and papers, whether in hard copy or computer format, relating to the Contributed Assets or the determination of the tax basis of the Contributed Assets.

1.2 Conveyance Instruments. In order to effectuate the contribution of the Contributed Assets as contemplated by this Agreement, Select Management has, or will hereafter, execute and deliver, or cause to be executed and delivered, all such documents or instruments of assignment, transfer, or conveyance, in each case dated the Contribution Date (collectively, the "Conveyance Instruments"), as the parties and their respective counsel shall reasonably deem necessary or appropriate to vest in or confirm title to the Contributed Assets to Select Intellectual.

1.3 Trademarks and Similar Rights.

(a) Exhibit 1.1 contains a list of all Intangible Property owned by Select Management and used primarily in the Business;

(b) Select Management has the sole and exclusive right to use the Intangible Property which is referred to in Exhibit 1.1, and the consummation of the transactions contemplated by this Agreement will not alter or impair any such rights and will result in Select Intellectual having the sole and exclusive right to use all such Intangible Property used primarily in the Business;

(c) No claims have been asserted by any person or entity for the use of any such Intangible Property or challenging or questioning the validity or effectiveness of any such license or agreement, and Select Management has no knowledge of any valid basis for any such claim; and

(d) To the knowledge of Select Management, the use of such Intangible Property by Select Management does not infringe on the rights of any person or entity.

II. EVENTS OCCURRING ON THE CONTRIBUTION DATE

2.1 Deliveries by Select Management to Select Intellectual. Simultaneously with the execution hereof, Select Management will deliver to Select Intellectual the following:

(a) The Conveyance Instruments to effect the contribution of the Contributed Assets to Select Intellectual; and

(b) A copy of the resolutions of its board authorizing or ratifying its execution and delivery of this Agreement and the consummation of the transactions contemplated hereby and

thereby.

2.2 Effect of Deliveries. All deliveries of information and documents contemplated to be made by Select Management to Select Intellectual pursuant to the terms of this Agreement shall be deemed made to such other parties on its own behalf.

III. MISCELLANEOUS PROVISIONS

3.1 Amendment and Modification. This Agreement may be amended, modified, or supplemented only by written agreement of the parties hereto.

3.2 Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party hereto shall assign their rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other party.

3.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

3.4 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed by registered or certified mail (return receipt requested) to the parties at the addresses of record or at the address specified by the party.

3.5 Headings. The article and section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

3.6 Entire Agreement. This Agreement, including the exhibits, schedules, and other documents and instruments referred to herein, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

3.7 Severability. If any one or more provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

3.8 Exhibits. All Exhibits attached hereto are hereby incorporated in and made a part as if set forth in full herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Select International Management, Inc.
a Texas corporation

By: 

Select Intellectual, LLC
a Pennsylvania limited liability company

By: 

**CONTRIBUTION AGREEMENT
LIST OF ASSETS**

EXHIBIT 1.1

Serial Number	Registration Number	Mark
76246532	2605848	SELECTRAK
76246531	2605847	EZAPP
76141143	2568635	SELECT ASSESSMENT
76109977	2487355	SELECT INTERVIEWING
76105804	2552068	SELECT INTERNATIONAL HT2 HIGH TECH HIGHTOUCH
76105803	2527095	SELECT HT2
75542698	2351318	SELECT INTERNATIONAL
75541155	2448608	SELECT INTERNATIONAL