

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KnowledgePoint, LLC		12/27/2005	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Administaff Business Services, L.P.		
<b>Street Address:</b>	19001 Crescent Springs Drive		
<b>City:</b>	Kingwood		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77339-3802		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2556934	ULTIMATE EMPLOYER	
Registration Number:	2481364	PEOPLE MANAGER	
Registration Number:	1864213	PERFORMANCE NOW	
Registration Number:	1834503	DESCRIPTIONS NOW	
Registration Number:	1836106	POLICIES NOW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)229-7957		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(713) 229-1957		
<b>Email:</b>	houtmdpt@bakerbotts.com		
<b>Correspondent Name:</b>	Celina Charania Shariff		
<b>Address Line 1:</b>	910 Louisiana		
<b>Address Line 4:</b>	Houston, TEXAS 77002		
<b>ATTORNEY DOCKET NUMBER:</b>	066959.0250		

CH \$140.00 2556934

NAME OF SUBMITTER:	Celina Charania Shariff
Signature:	/Celina Charania Shariff/
Date:	01/04/2006
<b>Total Attachments: 3</b> source=Administaff Assignment#page1.tif source=Administaff Assignment#page2.tif source=Administaff Assignment#page3.tif	

**EXECUTION COPY**

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into effective as of this 27th day of December, 2005 by and between KnowledgePoint, LLC, a Delaware limited liability company ("Assignor"), and Administaff Business Services, L.P., a Delaware limited partnership ("Assignee").

WHEREAS, Assignor owns rights in and to the marks and registrations identified on Schedule A hereto (collectively, the "Marks") and has established certain goodwill in such Marks; and

WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Marks, together with the goodwill of the business services and products on or in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the promises and covenants of the parties herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign to Assignee all right, title and interest, throughout the world, in and to the Marks, the goodwill symbolized by the Marks, and all rights of action accrued and to accrue under and by virtue thereof, including the right to sue and recover for past, present and future infringement.

Assignor agrees that it shall, without additional compensation, execute and deliver further instruments of conveyance, transfer and assignment as reasonably requested by Assignee, its successors, or assigns; reasonably cooperate and assist in providing information for making and completing regulatory and other filings; and take, at Assignee's cost and expense, any and all other actions as Assignee, its successors, or assigns may reasonably require to effectively assign, convey, transfer, protect, enforce, and exploit the Marks, their associated goodwill, and all rights therein to Assignee, its successors, or assigns.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

**ADMINISTAFF BUSINESS SERVICES, L.P., Assignee**

**By: Administaff of Texas, Inc., its general partner**

By: \_\_\_\_\_  
Randall H. McCollum,  
Vice President of Strategic Alliances

**KNOWLEDGEPOINT, LLC, Assignor**

By: James Philip  
James Philip, President

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**KNOWLEDGEPOINT, LLC, Assignor**

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

James Philip, President