

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
Spherion Corporation fka Interim Services Inc.		02/11/2002	CORPORATION:
RECEIVING PARTY DATA			
Name:	Spherion Pacific Enterprises LLC		
Street Address:	2050 Spectrum Boulevard		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33309-3008		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1957444	INTERIM ASSISTED CARE	
CORRESPONDENCE DATA			
Fax Number:	(312)698-2312		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	louann.m.murray@bakernet.com		
Correspondent Name:	David J. Davis		
Address Line 1:	130 East Randolph		
Address Line 2:	Suite 3500		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	020276		
NAME OF SUBMITTER:	David J. Davis		
Signature:	//DJD//		
Date:	02/13/2006		

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Total Attachments: 1
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ASSIGNMENT

This Assignment, effective February 11, 2002, is made from Spherion Corporation, formerly known as Interim Services Inc., a corporation of the State of Delaware, doing business at 2050 Spectrum Boulevard, Fort Lauderdale, Florida 33309-3008 (hereinafter "Assignor"), unto Spherion Pacific Enterprises LLC, a limited liability company of the State of Delaware, with its principal place of business at 2050 Spectrum Boulevard, Fort Lauderdale, Florida 33309-3008 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the following U.S. trademarks, servicemarks, tradenames and domain names:

**INTERIM ASSISTED CARE
Registration Number 1937444**

WHEREAS, Assignor represents it has made no prior agreements, licenses, assignments, or pledges as collateral, nor taken any acts which interfere with Assignor's sole and exclusive rights in said trademarks/servicemarks.

WHEREAS, Assignor wishes to assign and Assignee wishes to receive the entire right, title and interest in each of said trademarks/servicemarks, together with the goodwill of the business with which said marks are used.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are expressly acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, its successors, licensees and assigns, all rights, title and interest in and to said trademarks/and goodwill appurtenant thereto; the same, which are or may be granted, renewed or reissued, to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor, if this Assignment had not been made.

2. Assignor agrees, upon the request of Assignee, to execute any necessary and proper oaths or affidavits relating to said trademarks/servicemarks as required for the renewal, validation of use or status or extension that Assignee, which in the opinion of counsel for Assignee, may deem necessary or expedient.

3. Assignor agrees, upon the request of Assignee, in the event said trademarks/servicemarks become involved in a trademark controversy or opposition, to cooperate to the best of its ability with Assignee in the matters of giving and producing evidence in support and by preparing and executing documents therefore, and further to perform, upon such request, any and all affirmative acts to obtain said trademarks/servicemarks and vest all rights therein hereby conveyed in the Assignee.

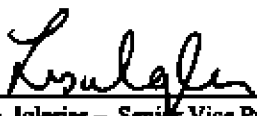
4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all said trademark/servicemark registrations which are or may be granted, renewed or reissued, to the Assignee and hereby covenants that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements in derogation thereof.

5. Assignee, by the execution of this Assignment, hereby accepts the aforesaid.

IN WITNESS WHEREOF, each of the parties has caused these presents to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed.

Assignee:

SPHERION PACIFIC ENTERPRISES LLC



Lisa G. Iglesias - Senior Vice President, General Counsel
& Secretary

Assignor:

SPHERION CORPORATION aka INTERIM SERVICES INC.



Kelly C. Rosenbaum - Assistant Secretary