

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Conveyance Type to be "Assigns the entire interest and the goodwill" previously recorded on Reel 002976 Frame 0428. Assignor(s) hereby confirms the "Sale and Purchase Agreement".

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lee Hecht Harrison LLC		11/12/2004	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Adecco SA
Street Address:	Chateau Bonmont
City:	Cheserex
State/Country:	SWITZERLAND
Postal Code:	1275
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78381474	PRODUCTIVITY TO PLACEMENT

CORRESPONDENCE DATA

Fax Number: (212)751-4864
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-906-1200
 Email: jeffrey.tochner@lw.com
 Correspondent Name: Jeffrey A. Tochner
 Address Line 1: 885 Third Avenue
 Address Line 4: NewYork, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	021767-0054
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DOMESTIC REPRESENTATIVE

Name: Jeffrey A. Tochner

CH \$40.00 78381474

Address Line 1: 885 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Jeffrey A. Tochner
Signature:	/Jeffrey A. Tochner/
Date:	04/26/2006

Total Attachments: 6
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source=Adecco#page4.tif
source=Adecco#page5.tif
source=Adecco#page6.tif

ARTICLE 3 CONSIDERATION

In consideration for the sale and transfer of the Marks, ASA pays to Seller the amount of USD 57,252,700. Payment of such sum shall be made by offsetting existing intercompany balances as per separate agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.1 Seller represents and warrants that it has full, unchallenged legal and beneficial title to the Marks in the United States of America.
- 4.2 Seller represents and warrants that all Intellectual Property Rights related to the Marks do not violate or infringe upon any third party rights.
- 4.3 Seller undertakes to indemnify and hold ASA harmless from and against any claims or liabilities arising from the Marks or the use of the Marks violating or infringing any third parties rights existing at the date of this Agreement.

ARTICLE 5 LICENSE AGREEMENTS

- 5.1 Seller represents and warrants that it has not entered into any license agreement with any third party regarding the use of the Marks, except with respect to rights it has granted to its global partners.
- 5.2 ASA grants to Seller the right to use Marks and license the rights to others to use the Marks pursuant to terms and conditions to be stipulated in a separate License Agreement.

ARTICLE 6 INTERPRETATION AND GOVERNING LAW

- 6.1 This Agreement sets forth the entire intent and understanding of and between the parties relating to the subject matter hereof and merges all prior discussion and associations between them, and neither party shall be bound by any condition, definition, representation or warranty other than is expressly set forth herein or as subsequently set forth in writing and executed by the duly authorized officer or officers of the party or parties to be bound thereby.
- 6.2 This Agreement shall in all respect be governed by and construed in accordance with the laws of Switzerland.
- 6.3 For all disputes and controversies arising out of or related to this Agreement the parties hereto expressly agree to submit them to the Courts of the Canton of Vaud, Switzerland and expressly renounce to any other jurisdiction which could correspond to them in accordance with their national law.

**TRADEMARK
REEL: 002976 FRAME: 0431**

**TRADEMARK
REEL: 003297 FRAME: 0770**

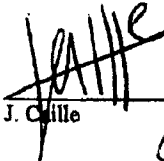
ARTICLE 7 SEVERABILITY

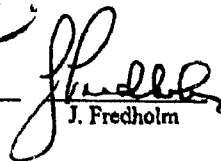
Should any provision of this agreement be declared void or non-enforceable, such declaration shall not affect the rest of this agreement which shall be fully valid and enforceable. The parties shall be released from all the rights and obligations arising out of the provision declared void or unenforceable, but only the extent such rights or obligations are directly affected by such invalidity or unenforceability. In this case the parties shall negotiate in good faith in order to replace the provision declared void or unenforceable with a new provision valid and enforceable, which preserves the original intentions of the parties.

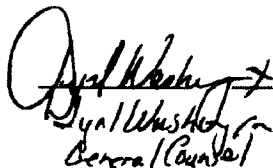
IN WITNESS WHEREOF, the parties have signed this agreement in two original counterparts by the officers duly authorized for this purpose.

Signed by Adecco SA

Signed by: Lee Hecht Harrison LLC


J. Cillie


J. Fredholm


Lynn Whistler
General Counsel

Date: November 12, 2004

TRADEMARK
REEL: 002976 FRAME: 0432

TRADEMARK
REEL: 003297 FRAME: 0771

Annex 1

Trademark: LEE HECHT HARRISON
Serial number: 78381938
Classes: IC 035 (US 100, 101 and 102) and IC 041 (US 100, 101 and 107)
Filing date: March 10, 2004

Trademark: LEE HECHT HARRISON AIM PROCESS
Serial number: 78205936
Class: IC 041 (US 100, 101 and 107)
Filing date: Nov 18, 2003
Registration number: 2813008
Registration date: February 10, 2004

Trademark: CAREER RESOURCE NETWORK
Serial number: 78352984
Class: IC 035, US 100 101 102
Filing date: January 16, 2004

Trademark: PRODUCTIVITY TO PLACEMENT
Serial number: 78381474
Class: IC 035, US 100 101 102
IC 041, US 100 101 107
Filing date: March 10, 2004

Trademark: LHH CONNECT2JOBS
Serial number: 78427953
Class: IC 035, US 100 101 102
Filing date: June 1, 2004

Trademark: LHH CORE AND EDGE
Serial number: 78304948
Class: IC 041, US 100 101 107
Filing date: September 24, 2003

Trademark: LHH CORE, EDGE AND AGILITY
Serial number: 78415011
Class: IC 041, US 100 101 107
Filing date: May 7, 2004

Trademark: BOTTOM LINE: GROWTH
Serial number: 78412791
Class: IC 035, US 100 101 102
Filing date: May 4, 2004

**TRADEMARK
REEL: 002976 FRAME: 0433**

**TRADEMARK
REEL: 003297 FRAME: 0772**

Trademark: BOTTOM LINE: SUCCESS
Serial number: 78412822
Class: IC 035. US 100 101 102
Filing date: May 4, 2004

Trademark: BOTTOM LINE: ACHIEVEMENT
Serial number: 78412814
Class: IC 035. US 100 101 102
Filing date: May 4, 2004

Trademark: BOTTOM LINE: RESULTS
Serial number: 78412810
Class: IC 035. US 100 101 102
Filing date: May 4, 2004

Trademark: BOTTOM LINE: PERFORMANCE
Serial number: 78412769
Class: IC 035. US 100 101 102
Filing date: May 4, 2004

Trademark: LHH CAREERCAMPUS
Serial number: 78240643
Class: IC 009. US 021 023 026 036 038
IC 035. US 100 101 102
IC 041. US 100 101 107
Filing date: April 22, 2003

Trademark: CAREERTOOLS
Serial number: 78065185
Class: IC 042. US 100 101
Filing date: May 23, 2001
Registration number: 2622493
Registration date: September 17, 2002

Trademark: EXECUPLANET
Serial number: 78063979
Class: IC 042. US 100 101
Filing date: May 16, 2001
Registration number: 2625103
Registration date: September 24, 2002

Trademark: LEE HECHT HARRISON CAREER MOBILITY INDEX
Serial number: 76477289
Class: IC 035. US 100 101 102
Filing date: December 19, 2002
Registration number: 2898689

TRADEMARK
REEL: 002976 FRAME: 0434

TRADEMARK
REEL: 003297 FRAME: 0773

Registration date: November 2, 2004

Trademark: LEADLINK
Serial number: 76557076
Class: IC 035. US 100 101 102
Filing date: October 6, 2003
Registration number: 2884011
Registration date: September 14, 2004

Trademark: SIGNATURE SERVICE
Serial number: 76557078
Class: IC 041. US 100 101 107
Filing date: October 6, 2003

Trademark: SIGNATURE SUCCESS
Serial number: 76557077
Class: IC 041. US 100 101 107
Filing date: October 6, 2003

Trademark: RESUME RESERVE
Serial number: 76557075
Class: IC 035. US 100 101 102
Filing date: October 6, 2003

Trademark: LHH LINK
Serial number: 76400198
Class: IC 035. US 100 101 102
Filing date: April 25, 2002
Registration number: 2752181
Registration date: August 19, 2003

Trademark: AIM THE FOCUS TO ACHIEVE SUPERIOR RESULTS
Serial number: 76296358
Class: IC 041. US 100 101 107
Filing date: August 8, 2001
Registration number: 2720599
Registration date: June 3, 2003

Trademark: CAREER MOBILITY INDEX
Serial number: 76296357
Class: IC 035. US 100 101 102
Filing date: August 8, 2001
Abandonment date: December 10, 2002

Trademark: NINE STEPS TO GETTING THE JOB YOU WANT
Serial number: 75211540

TRADEMARK
REEL: 002976 FRAME: 0435

TRADEMARK
REEL: 003297 FRAME: 0774

Class: IC 016. US 002 005 022 023 029 037 038 050
IC 041. US 100 101 107
Filing date: December 11, 1996
Registration number: 2202343
Registration date: November 3, 1998

Trademark: NINE STEPS TO GETTING THE JOB YOU WANT
Serial number: 75210183
Class: IC 009. US 021 023 026 036 038
Filing date: December 09, 1996
Registration number: 2202342
Registration date: November 3, 1998

Trademark: WORKFORCE INNOVATIONS
Serial number: 75203915
Class: IC 035. US 100 101 102
Filing date: November 25, 1996
Registration number: 2170853
Registration date: July 7, 1998

RECORDED: 11/17/2004

TRADEMARK
REEL: 002976 FRAME: 0436

RECORDED: 04/26/2006

TRADEMARK
REEL: 003297 FRAME: 0775