

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 Atlantic Enterprises LLC	FORMERLY Spherion Pacific Enterprises, LLC	06/22/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Impact Group Transitions, LLC
Street Address:	12977 North Outer 40 Drive, Suite 300
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63141
Entity Type:	LIMITED LIABILITY COMPANY: MISSOURI

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	2420185	1800-A-CAREER
Registration Number:	2535799	ACAREERTRANSITIONS
Registration Number:	3036547	CAREERSTAR
Registration Number:	3075726	C-FOCUS
Registration Number:	3185486	T-FOCUS
Registration Number:	2383516	TALENT ALLIANCE
Registration Number:	3042777	WORKSTAR
Serial Number:	78772473	CAREERS50PLUS

CORRESPONDENCE DATA

Fax Number: (954)308-7780
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 9543087727
 Email: rochettecrafton@spherion.com
 Correspondent Name: Rochelle Trafton

OP \$215.00 2420185

Address Line 1: 2050 Spectrum Blvd
Address Line 2: The Law Department
Address Line 4: Fort Lauderdale, FLORIDA 33309

NAME OF SUBMITTER:	Rochelle Trafton
Signature:	/rochelletrafton/
Date:	06/28/2007

Total Attachments: 40

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EXECUTION COPY

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment"), dated as of June 25th, 2007 is hereby entered into by and between Spherion Atlantic Enterprises LLC, a Delaware corporation having a principal place of business located at 2050 Spectrum Boulevard, Fort Lauderdale, Florida 33309 ("Assignor") and Impact Group Transitions LLC, a Missouri limited liability company, having a principal place of business located at 12977 North Outer 40 Drive, Suite 300, St. Louis, Missouri 63141 ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Acquisition Agreement of even date herewith (the "Acquisition Agreement") pursuant to which Assignee is purchasing certain specific and identifiable assets associated with Assignor, including the service marks and/or trademarks in the United States of America, as set forth on the attached Schedule A (the "Marks");

WHEREAS, Assignor, represents and warrants that prior to and as of the date hereof it was and is operating an ongoing and existing business, owns, has adopted, used, intends to use and is using the Marks, and owns other transferable rights associated with its ongoing and existing business including, but not limited to, the good will of the business associated with said Marks; and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Marks, and all applications, registrations, and common law rights therein, as well as all other rights associated with the portion of ongoing and existing business to which the Marks pertain;

NOW THEREFORE, in consideration of the recitals, the terms and conditions herein, the terms and conditions set forth in the Acquisition Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:


1. Assignment. Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under said Marks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Marks, all other rights associated with the portion of the ongoing and existing business to which the Marks pertain and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any

causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks. Whenever reasonably requested to do so by the Assignee, the Assignor shall execute any and all applications, assignments or other instruments which the Assignee reasonably deems desirable or necessary in order to protect and/or confirm its rights in and to the Marks and all goodwill associated therewith.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks or other rights associated with the portion of the business to which the Marks pertain.

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

"ASSIGNOR"
SPHERION ATLANTIC ENTERPRISES LLC

By: 
Name: MARK W SMITH
Title: JVP CEO

"ASSIGNEE"
IMPACT GROUP TRANSITIONS LLC

By: _____
Name: _____
Title: _____

causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of any of the Marks. Whenever reasonably requested to do so by the Assignee, the Assignor shall execute any and all applications, assignments or other instruments which the Assignee reasonably deems desirable or necessary in order to protect and/or confirm its rights in and to the Marks and all goodwill associated therewith.

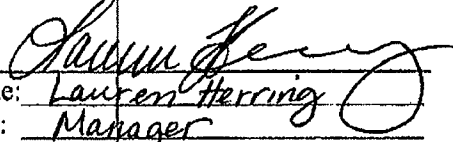
2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Marks or other rights associated with the portion of the business to which the Marks pertain.

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

“ASSIGNOR”
SPHERION ATLANTIC ENTERPRISES LLC

By: _____
Name: _____
Title: _____

“ASSIGNEE”
IMPACT GROUP TRANSITIONS LLC

By: 
Name: Lauren Herring
Title: Manager

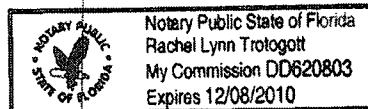
State of Florida)
) SS
County of Broward)

On this 22nd day of June, 2007, before me, a Notary Public in and for the City of ~~Lauderdale~~ ^{Fort} Florida, personally appeared Mark W. Smith, to me known to be the CEO & Sr. VP of Spherion Atlantic Enterprises LLC and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

Rachel Lynn Trogott
Notary Public

My Commission Expires:

12/08/2010



State of _____)
) SS
County of _____)

On this _____ day of _____, 2007, before me, a Notary Public in and for the City of _____ in the State of _____, personally appeared _____, to me known to be manager of Impact Group Transitions LLC and being duly sworn, averred that, being duly authorized, she executed the foregoing Assignment as the free act and deed of said limited liability company.

Notary Public

My commission expires:

State of)
) SS
County of)

On this _____ day of _____, 2007, before me, a Notary Public in and for the City of _____ in the State of _____, personally appeared _____, to me known to be the _____ of Spherion Atlantic Enterprises LLC and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation.

Notary Public

My Commission Expires:

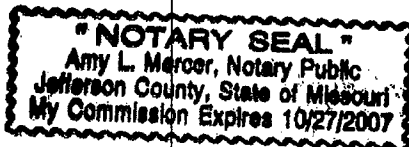
State of)
) SS
County of)

On this 22 day of June, 2007, before me, a Notary Public in and for the City of _____ in the State of Missouri, personally appeared Laura M. King to me known to be manager of Impact Group Transitions LLC and being duly sworn, averred that, being duly authorized, she executed the foregoing Assignment as the free act and deed of said limited liability company.

Amy L. Mercer
Notary Public

My commission expires:

10/27/2007



EXECUTION COPY

ASSET PURCHASE AGREEMENT

by and among

THE HERRING IMPACT GROUP, INC.,

IMPACT GROUP TRANSITIONS, LLC,

SPHERION ATLANTIC ENTERPRISES LLC

and the other parties listed therein

Dated as of June 25, 2007

TRADEMARK

REEL: 003570 FRAME: 0731

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of June 25, 2007, by and among IMPACT GROUP TRANSITIONS, LLC, a Missouri limited liability company ("Buyer"), THE HERRING IMPACT GROUP, INC., a Missouri corporation ("Parent"), SPHERION ATLANTIC ENTERPRISES, LLC, a Delaware limited liability company ("Spherion"), AIM EXECUTIVE HOLDINGS, INC., an Ohio corporation ("AIMEH"), AIM EXECUTIVE, INC., an Ohio corporation ("AEI"), INTERIM CAREER SERVICES, INC., a Delaware corporation ("ICS"), SPHERION U.S. INC., a Florida corporation ("SUSI"), SPHERION CORPORATION ("Spherion Corp."), collectively with Spherion, AIMEH, AEI, ICS and SUSI, the "Sellers," and individually a "Seller". Buyer, Parent and Sellers are referred to collectively herein as the "Parties" and each individually as a "Party".

RECITALS:

A. WHEREAS, Career Management Consulting (f/k/a Human Capital Consulting Group) ("CMC") is a division of Spherion and provides career management consulting services to its customers (the "Business").

B. WHEREAS, Buyer desires to purchase from each of the Sellers, and each of the Sellers desires to sell to Buyer, certain specific and identifiable assets associated with the Business, and certain of the liabilities relating to the Business, on the terms and subject to the conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Terms Not Defined Elsewhere □ The following terms, as used in this Agreement, have the following respective meanings:

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, including the ability to elect the members of the board of directors or other governing body of such Person, and the terms "controlled" and "controlling" have meanings correlative thereto; provided, further, that an Affiliate of any Person shall also include (a) any Person that directly or indirectly owns more than ten percent (10%) of any class of capital stock or other equity interest of such Person, (b) any officer, director or trustee of such Person, (c) any spouse, issue or lineal descendant of any Person described in clauses (a) or (b) above, and (d) any trust for the benefit of any Person described in clauses (a) through (c) above or for any spouse, issue or lineal descendant of any Person described in clauses (a) through (c) above.

"Applicable Laws" means, collectively, all laws, statutes, orders, rules, regulations, policies or guidelines promulgated, or judgments, decisions or orders entered, by any Governmental or Regulatory Authority applicable to Sellers, Buyer or Parent, as the case may be.

“Governmental or Regulatory Authority” means (i) any federal, state, municipal, local or other governmental or political subdivision, public department or any instrumentality, court, administrative agency, board, bureau, commission or other authority, (ii) any other subdivision or authority of any of the foregoing or (iii) an arbitrator.

“Knowledge of Sellers” means that which is actually known by either of Pam Groseciki and Carolyn Parrott (i) after consultation with Margaret D’Onofrio to the extent Ms. D’Onofrio makes herself available and (ii) after due inquiry of those key employees and professionals of the Sellers who could reasonably be expected to have actual knowledge of the matters in question.

“Organizational Documents” means: (a) with respect to any corporation, the articles or certificate of incorporation, as applicable, and the bylaws or code of regulations, as applicable, of such corporation; (b) with respect to any limited liability company, the articles of organization or certificate of formation as applicable, and the operating agreement or code of regulations as applicable, of such limited liability company; and (c) with respect to any limited partnership, the certificate of limited partnership and the limited partnership agreement or code of regulations, as applicable, of such limited partnership

“Permits” means, with respect to any Person, any order, permit, approval, waiver, license or similar authorization of any Governmental or Regulatory Authority having jurisdiction over the Person.

“Person” means an individual, corporation, limited liability company, partnership, limited liability partnership, trust, unincorporated organization, association, joint venture or any other entity or organization.

“Proceeding” means any action, arbitration, audit, hearing, investigation, litigation, or suit (whether civil, criminal, administrative, or investigative) commenced, brought, conducted, or heard by or before any Governmental or Regulatory Authority.

“Taxes” means: (a) any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind, imposed by any Governmental or Regulatory Authority, including: (i) taxes or other charges on, measured by, or with respect to income, franchise, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security contributions, workers’ compensation, unemployment compensation or net worth; (ii) taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, value-added or gains taxes; (iii) license, registration and documentation fees; and (iv) customs duties, tariffs and similar charges; (b) any liability for the payment of any amounts of the type described in (a) as a result of being a member of an affiliated, combined, consolidated or unitary group for any taxable period; (c) any liability for the payment of amounts of the type described in (a) or (b) as a result of being a transferee of, or a successor in interest to, any Person or as a result of an express obligation to indemnify any Person; and (d) any and all interest, penalties, additions to tax and additional amounts imposed in connection with or with respect to any amounts described in (a), (b) or (c).

“Tax Return” means any return, report, statement, form or other documentation (including any additional or supporting material and any amendments or supplements) filed or maintained, or required to be filed or maintained, with respect to or in connection with the calculation, determination, assessment or collection of any Taxes.

1.2 **Cross References to Defined Terms** Each of the following terms has the meaning ascribed to it in the Section of this Agreement set forth opposite such term:

<u>Defined Term:</u>	<u>Defined In:</u>
Additional Transition Fee.....	Section 5.5
Affiliate	Section 1.1
Agreement.....	Preamble
Applicable Laws	Section 1.1
Assumed Liabilities.....	Section 2.3
Assumed Services and Obligations.....	Section 5.6
Bill of Sale.....	Section 7.2(a)
Business.....	Preamble
Buyer.....	Preamble
Buyer's 401(k) Plan.....	Section 5.3(c)
Buyer Indemnified Parties	Section 8.2(a)
Buyer's Damages	Section 8.2(a)
Buyer's Indemnifiable Claims	Section 8.2(a)
Buyer's Indemnification Cap	Section 8.3(b)
Candidates	Section 5.5
Claiming Party	Section 8.5(a)
Closing	Section 6.1
Closing Date	Section 6.1
Code	Section 2.6
Damages	Section 8.2(b)
Employees.....	Section 5.3(a)
Excluded Liabilities.....	Section 2.3
Exempt Employees.....	Section 5.3(c)
Governmental or Regulatory Authority	Section 1.1
Indemnification Cap.....	Section 8.3(b)
Indemnifiable Claims	Section 8.5(a)
Organizational Documents.....	Section 1.1
Party or Parties	Preamble
Permits.....	Section 1.1
Person	Section 1.1
Plan	Section 5.3(b)
Purchased Assets	Section 2.1
Purchase Price	Section 2.4
Receiving Party	Section 8.5(a)
Restricted Interests	Section 2.5(a)
Section 5.3 Employees	Section 5.3(d)
Sellers.....	Preamble
Sellers' Indemnification Cap.....	Section 8.3(f)
Seller Indemnified Parties	Section 8.2(b)
Sellers' Damages	Section 8.2(b)
Sellers' Indemnifiable Claims	Section 8.2(b)
Taxes	Section 1.1

Tax Return.....	Section 1.1
Total Employee Liabilities.....	Section 5.3(d)
Transferred Licenses and Contracts.....	Section 2.1(a)
Transferred Leases.....	Section 2.1(b)
Transferred Tangible Assets.....	Section 2.1(c)
Transfer Taxes.....	Section 2.4(a)
Transition Period.....	Section 5.5

**ARTICLE II
PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES**

2.1 **Purchase and Sale** □ At Closing, Sellers shall grant, sell, convey, assign, transfer, and deliver to Buyer, upon and subject to the terms and conditions of this Agreement, all right, title, and interest in and to the specific and identifiable tangible assets listed on Schedule 2.1 (collectively, the "**Purchased Assets**"). In addition to the assets listed on Schedule 2.1, the Purchased Assets shall also include the following:

(a) **Licenses and Contracts**. All rights, title and interest of Sellers under the licenses, contracts, agreements, undertakings, engagements or commitments of any nature (including but not limited to agreements with licensors, employees, suppliers and customers, as well as trademarks, tradenames, patents, and other intellectual property owned by Sellers and used in connection with the Business), written or oral, used in connection with the Business and which are listed on Schedule 2.1(a) under the heading "Transferred Licenses and Contracts" (the "**Transferred Licenses and Contracts**"). Sellers shall use its commercially reasonable efforts to deliver or make available to Buyer any and all known material or research related to the intellectual property of the Business being transferred hereunder.

(b) **Leases**. All right, title, leasehold interest and benefit of Sellers, in, to and under all of the leases of real or personal property used in connection with the Business and which are listed on Schedule 2.1(b) under the heading "Transferred Leases" (the "**Transferred Leases**").

(c) **Transferred Tangible Assets**. All rights, title and interest of Sellers in and to the property listed on Schedule 2.1(c) (the "**Transferred Tangible Assets**").

2.2 **Excluded Assets** □ Buyer shall not purchase or have any rights to any other assets of Sellers other than the Purchased Assets.

2.3 **Assumed Liabilities** □

(a) Buyer shall, at Closing, assume all of the operating liabilities with respect to those Purchased Assets listed on Schedule 2.1 that are being conveyed hereby which relate to periods after the Closing Date and which are specifically set forth on Schedule 2.3(a) (collectively the "**Assumed Liabilities**"). Other than the Assumed Liabilities, Buyer shall not assume or be obligated to pay, perform or otherwise discharge any other liabilities or obligations of Sellers (collectively the "**Excluded Liabilities**"). Notwithstanding anything to the contrary contained in this Agreement, the Excluded Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by the Sellers, and Buyer will not assume or be liable for any of the Excluded Liabilities.

(b) For the avoidance of doubt, the Parties acknowledge that the following liabilities will be part of the Excluded Liabilities:

(i) other than as set forth in Section 5.3, accrued liabilities by the Sellers for labor matters, including without limitation, salary, wages, bonuses and benefits of any Employee prior to the Closing Date and ending on the Closing Date;

(ii) except for the Transfer Taxes (as defined below), liabilities for unpaid Taxes relating to the Business for all taxable periods beginning prior to the Closing Date and ending on the Closing Date; and

(iii) obligations by any Seller for the Transferred Licenses and Contracts and/or Transferred Leases incurred or arising prior to the Closing Date and ending on the Closing Date. Notwithstanding the foregoing, nothing contained in this section shall be interpreted to in anyway limit or otherwise impair the provisions contained in section 8.2 below.

2.4 Purchase Price

(a) At Closing, as consideration for the sale of the Purchased Assets, Parent and/or Buyer shall pay (i) the purchase price of One Hundred Thousand Dollars (\$100,000.00) (the "Purchase Price") and (ii) all transfer, documentary, stamp or other taxes arising under Applicable Laws, other than income taxes, as a result of the consummation of the transactions contemplated by this Agreement (the "Transfer Taxes"), each payable to the Sellers by wire transfer of immediately available funds to the bank account designated by the Sellers prior to Closing.

(b) The Parties acknowledge and agree that the net payment amount shall be made by Sellers to Buyer in the amount of Twenty-Three Thousand Eleven Dollars and Forty-Six Cents (\$23,011.46) in immediately available funds, which shall be calculated as follows:

(i) The Purchase Price of One Hundred Thousand Dollars (\$100,000.00); less

(ii) One Hundred Fifty Thousand Five Hundred Dollars (\$150,500) for the fee owed to Buyer on the Closing Date under Section 5.6; plus

(iii) Twenty Thousand Seven Hundred Eighty-Eight Dollars and Eighty-Three Cents (\$20,788.83) for the use of the License with Centra Software Inc.; plus

(iv) Five Thousand Seven Hundred Ninety-Five Dollars and Forty-Nine Cents (\$5,795.49) for the security deposit for the new Houston location which Sellers have already paid to the Landlord; plus

(v) Eight Thousand Five Hundred and Eight-Eight Dollars and Seventy-Eight Cents (\$8,588.78) for the July rent (including parking) for the current Houston location; plus

(vi) Eleven Thousand Seven Hundred Thirty-Six Dollars (\$11,736) for the July rent and security deposit for the Chicago facility; plus

(vii) Four Thousand Three Hundred Thirty-Nine Dollars and Forty-Nine Cents (\$4,339.44) for July rent for the Maumee location; plus

(viii) Eight Hundred Dollars (\$800) for the security deposit for the Albany facility; plus

(ix) Four Hundred and Forty Dollars (\$440) for the registration of the assignment of the trademarks to be completed by the Sellers on behalf of the Buyer; less

(x) Twenty-Five Thousand (\$25,000) for the Buyer relating to fees owed under the contract with EmployOn, Inc.

The Parties acknowledge that no Transfer Taxes shall be owed to the Sellers for the transactions contemplated hereby. To the extent there is personal property taxes to be paid on any of the Transferred Tangible Property, the Sellers shall be responsible for the pro rata amount of such Taxes through the Closing Date and the Buyer shall be responsible for the amount of such Taxes after the Closing Date.

2.5 Purchased Assets Not Assignable.

(a) To the extent that Sellers' interest in any of the Purchased Assets is not capable of being assigned, transferred or conveyed without the consent, waiver or authorization of a third person (including a Governmental or Regulatory Authority), or if such assignment, transfer or conveyance, or attempted assignment, transfer or conveyance, of Sellers' interest in any of the Purchased Assets would constitute a breach of any Transferred License and Contract or Transferred Lease or a violation of any Applicable Laws, this Agreement shall not constitute an assignment, transfer or conveyance of such interest, or an attempted assignment, transfer or conveyance of such interest (such interests of Sellers in any of the Purchased Assets being hereinafter collectively referred to as "Restricted Interests"). The Restricted Interests shall only be transferred from Sellers to Buyer as provided in Section 2.5(b).

(b) To the extent that Sellers have not obtained all the consents, waivers and authorizations required to transfer to Buyer all the Restricted Interests prior to the Closing, Sellers shall use commercially reasonable efforts after the Closing to secure all such necessary consents, waivers and authorizations and/or cooperate in reasonable and lawful arrangements designed to provide such equivalent benefits to Buyer at Sellers' expense.

(c) Notwithstanding anything in this Agreement to the contrary, Buyer shall not assume and shall have no obligation to discharge any liability or obligation under any Transferred Licenses and Contracts and/or any of the Transferred Leases and/or any of the Transferred Tangible Assets, which is not assignable in whole or in part without the consent of the other party or parties thereto, unless such consent has been obtained.

2.6 Allocation of Purchase Price The Parties agree that, if applicable, the Purchase Price shall be allocated in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended ("Code"). Such allocation shall be agreed to by the Parties within five (5) business days after the Closing Date, and such allocation shall be used by the Parties in preparing (i) Form 8594, Asset Acquisition Statement, for Buyer and Sellers and (ii) all Tax Returns. All allocations made pursuant to this paragraph shall be binding upon the Parties and upon each of their successors and assigns, and the Parties shall timely report the transactions contemplated by this Agreement in accordance with such allocations.

2.7 **Representations** Buyer acknowledges, represents and warrants that, except as provided in the representations and warranties of Sellers contained in Article III of this Agreement), prior to Buyer's execution of this Agreement, (a) Buyer has had an opportunity to fully examine and inspect the Purchased Assets, (b) Buyer has accepted the foregoing physical condition, value, financing status, use operation, tax status, income and expenses of the Purchased Assets, (c) the Purchased Assets, to the maximum extent permitted by law, will be purchased by Buyer "AS IS, WHERE IS, WITH ALL FAULTS", and Sellers have no obligation to make repairs, replacements or improvements and (d) Buyer has decided to purchase the Purchased Assets solely on the basis of its own independent investigation. Except as expressly set forth in this Agreement, Sellers have not made, do not make, and have not authorized any other Person to make, any representation or warranty as to the past, present or future physical condition, value, financing status, use, leasing, operation, tax status, income and expenses or any other matter or thing pertaining to the Purchased Assets and Buyer acknowledges that no such other representation or warranty has been made, and that in entering into this Agreement Buyer does not rely on any representation or warranty other than those expressly set forth in this Agreement, including without limitation, Article III of this Agreement.

ARTICLE III REPRESENTATIONS OF THE SELLERS

In order to induce Buyer and Parent to enter into this Agreement, Spherion represents and warrants to Buyer and Parent as follows:

3.1 **Authorization and Binding Obligation** Spherion is a limited liability company organized and existing under the laws of Delaware and has all necessary power, authority and capacity to own and operate its property, carry on its business, to execute and deliver this Agreement and to consummate the transactions contemplated hereby, whether at law, pursuant to its Certificate of Formation, under contract or otherwise. The execution and delivery of this Agreement by Spherion and the consummation by it of the transactions contemplated by this Agreement has been duly authorized by all necessary action on the part of Spherion. This Agreement has been duly executed and delivered by Spherion and, assuming the due authorization by the board of directors or managers, execution and delivery thereof by Buyer and Parent, constitutes a valid and binding obligation of Spherion, enforceable against it in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

3.2 **Title to the Purchased Assets** Sellers have good and marketable title to, or a valid leasehold interest in, all of the Purchased Assets free and clear of all liens, actions, suits or proceedings (at law or in equity) by any Person or Governmental or Regulatory Authority, and to the Knowledge of Sellers, there are no threatened Proceedings (at law or in equity) by any Person or Governmental or Regulatory Authority that relate to the Purchased Assets. Additionally, no Person has any agreement or option to purchase from any Seller any of the Purchased Assets.

3.3 **Leases** Other than as set forth on Schedule 3.3, no Seller is the owner or lessee of, or subject to any agreement or option to own or lease, any personal property or real property or any interest in any personal property or real property which is used for the Business, other than the Transferred Leases. Other than as set forth on Schedule 3.3, no Seller is a party to, or under any agreement to become a party to, any lease with respect to personal property or real property which is used for the Business other than the Transferred Leases. True, correct and complete copies of the Transferred Leases have been provided to Buyer. Each Transferred Lease is enforceable in accordance with its terms. No Seller is in default or in breach of a covenant that would result in a default under any of the Transferred Leases which

may require the payment of monies by Buyer in excess of Seven Thousand Dollars (\$7,000.00) in the aggregate. No Seller has given to or received from any Person any written notice or other written communication regarding any actual or alleged default under any of the Transferred Leases (which default has not been cured or remedied), and to the Knowledge of Sellers, no party (other than the Sellers) to any of the Transferred Leases is in violation, or breach or, or in default under, any of the Transferred Leases that would require the payment of monies by Buyer in excess of Seven Thousand Dollars (\$7,000.00) in the aggregate.

3.4 **Employees** (a) No collective bargaining agreement is currently being negotiated by the Sellers in respect of the Employees. To the Knowledge of Sellers, no trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any of the Employees by way of certification, interim certification, voluntary recognition, or succession rights, or has applied or threatened to apply to be certified as the bargaining agent of the Employees. To the Knowledge of Sellers, there are no threatened or pending union organizing activities involving the Employees. There is no labor strike, work slowdown or stoppage now occurring or pending against the Company. To the Knowledge of Sellers, there is no labor strike, work slowdown or stoppage threatened against the Sellers.

(b) All amounts due or accrued for all salary, wages, bonuses, commissions, vacation with pay, and benefits under any employee plans concerning the Employees have either been paid or fully reserved. Schedule 3.4(b) contains a correct and complete list of each Employee, whether actively at work or not, their position, salary, accrued vacation liabilities (days and dollar amounts), the hiring date, sick leave balance (days), and accrued overtime.

(c) Except as provided on Schedule 3.4(c), the Employees are not receiving employee benefits under any employee benefit plan.

3.5 **Taxes and Tax Returns.** (a) Those Tax Returns related to the Business which are currently due have been timely filed or extensions to file have been timely filed, or, if not yet due, will be timely filed or extensions to file will be timely filed. All Tax Returns related to the Business required to be filed for all taxable periods ending on or before the Closing Date are, or will be when filed, true, correct and complete in all material respects.

(b) All Taxes reflected on the Tax Returns related to the Business as due and payable for all taxable periods beginning on or before the Closing Date through and ending on the Closing Date have been paid to the appropriate Governmental or Regulatory Authority, or, if payment is not yet due, will be timely paid by the Sellers to the appropriate Governmental or Regulatory Authority.

(c) There is no unpaid Tax which constitutes a lien upon any of the Purchased Assets.

3.6 **No Violations; Approvals.** (a) The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or acceleration of any obligation or loss of any material rights under, or result in the creation of any lien upon any of the properties or assets of any Seller under, (i) the charter and other organizational agreements and instruments of any Seller, (ii) any contract, permit, license, loan or credit agreement, note, bond, mortgage, indenture, lease or other property agreement, or other legally binding written agreement applicable to any Seller or its properties or assets, or (iii) subject to the governmental filings and other matters referred to in the following sentence, any

Applicable Law applicable to any Seller or its properties or assets, other than, in the case of clauses (ii) and (iii), any such conflict, violation, default, right or lien that individually or in the aggregate would not have a material adverse effect on a Seller.

(b) No consent, approval, order or authorization of, or registration or filing with, any Governmental or Regulatory Authority is required by or with respect to any Seller in connection with the execution and delivery of this Agreement by any Seller or the consummation by any Seller of the transactions contemplated by this Agreement, except for (i) those that may be required solely by reason of Buyer's and/or Parent's (as opposed to any other third party's) participation in the transactions contemplated by this Agreement and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings that, if not obtained or made, would not, individually or in the aggregate, have a material adverse effect on any Seller.

3.7 **Broker's or Finder's Fees.** Except for payments by Sellers to Cross Keys Capital, Inc. (which payments are the exclusive liability of Sellers), all negotiations relating to this Agreement and the transactions contemplated hereby have been carried on by or on behalf of Sellers in such a manner as not to give rise to any claim against Sellers or Buyer for a finder's fee, brokerage commission, advisory fee or other similar payment.

3.8 **Transferred Licenses and Contracts.** No Seller is in default or in breach of a covenant under any of the Transferred Licenses and Contracts, which may require the payment of monies by Buyer in excess of Seven Thousand Dollars (\$7,000.00) in the aggregate. No Seller has given to or received from any Person any written notice or other written communication regarding any actual or alleged default under any of the Transferred Licenses and Contracts (which has not been cured or remedied), and to the Knowledge of Sellers, no party to any of the Transferred Licenses and Contracts (other than the Sellers) is in default under any of the Transferred Licenses and Contracts where such default would require the payment of monies by Buyer in excess of Seven Thousand Dollars (\$7,000.00) in the aggregate.

3.9 **Intellectual Property.**

(a) Schedule 3.9(a) is a complete and accurate list of all patents, trademarks, service marks, licenses, trade names, domain names and copyrights presently owned by a Seller or an Affiliate of a Seller used in the Business ("Intellectual Property"). Schedule 3.9(a) indicates the extent to which any such item of Intellectual Property has been duly registered in, filed in, or issued by the United States Patent and Trademark Office or the corresponding agency or office of each of such state or country so indicated, and each pending application for patent or mark registration and each license agreement pertaining to any of the Intellectual Property. Schedule 3.9(a) also lists each item of Intellectual Property that any third party owns and that a Seller uses in connection with the Business pursuant to a license, sublicense, agreement, or permission, other than with respect to "off the shelf" software. To the Knowledge of Sellers, each Seller validly holds the interest it purports to hold in each item of Intellectual Property. Without limiting the foregoing and to the Knowledge of Sellers, except as set forth on Schedule 3.9(a)(ii), issuances of patents and registrations of marks are in full force and effect. To the Knowledge of Sellers, no use by the Sellers of the material Intellectual Property in the Business has infringed upon or misappropriated any Intellectual Property rights of third parties, and the Seller has not received any written notice or claim alleging any such infringement or misappropriation.

(b) To the Knowledge of Sellers, all Intellectual Property which has been created by any independent contractor or other non-employee third party for the Sellers, owned by third parties and licensed to the Seller pursuant to license agreements, are the subject of a valid and enforceable written

assignment and/or work made for hire agreement providing that the Sellers are the owner of such proprietary rights. Except as set forth on Schedule 3.9(b), to the Knowledge of Sellers, there is no claim of ownership by any contractor, former employee, current employee or any other third party for all or any portion of the Intellectual Property, or any situations under which a claim for the same may arise. Except as set forth on Schedule 3.9(b) and to the Knowledge of Sellers, the consummation of the transaction contemplated by this Agreement will not alter or impair the ownership, right to use or possession by Buyer of the Intellectual Property.

3.10 **Financial Information.** To the Knowledge of Sellers, the financial information attached as Schedule 3.10 is true and accurate in all material respects using consistently applied accounting principles.

3.11 **Proceedings.** Except as set forth on Schedule 3.11, there is no pending or to Knowledge of Sellers, threatened Proceeding: (a) that has been commenced by or against any Seller which relates to the Purchased Assets; (b) that challenges, or that may have the effect of preventing, delaying, making illegal, or otherwise interfering with, any of the contemplated transactions or the operation of the Business by Buyer with the Purchased Assets or (c) to the Knowledge of the Sellers, that will create a liability for the Buyer relating to the Employees and their actions prior to the Closing Date, except as provided in Section 5.3 hereof. Seller has made available to Buyer copies of all pleadings, correspondence, and other documents relating to each Proceeding listed on Schedule 3.11. To Knowledge of Sellers, there is no award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any Governmental or Regulatory Authority to which any of the Purchased Assets is subject.

3.12 **Request for Proposals; Leads.** Prior to the date of this Agreement, Sellers have delivered to Buyer (a) all material requests for proposals received by Sellers in connection with the Business (and all documentation related thereto) since May 1, 2007, and (b) a list of all material current leads in connection with the Business as of June 21, 2007.

3.13 **Restrictions.** Except as set forth on Schedule 3.13, the consummation of the transaction contemplated by this Agreement will not result in Buyer being bound by any oral agreements regarding non-compete, non-solicitation or exclusivity restrictions on the operation of the Business or the Purchased Assets.

ARTICLE IV REPRESENTATIONS OF THE PARENT AND BUYER

In order to induce the Sellers to enter into this Agreement, Buyer and Parent, jointly and severally, represent and warrant to Sellers as follows:

4.1 **Existence and Good Standing of Buyer** Each of Parent and Buyer is a corporation or limited liability company duly organized, validly existing and in good standing under the laws of Missouri and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now being conducted. Each of Parent and Buyer is duly qualified or licensed to do business, and is in good standing in each jurisdiction in which the character or location of the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so qualified or licensed would not have a material adverse effect on the Parent or Buyer.

4.2 **Authorization and Binding Obligation** Each of Parent and Buyer has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by each of Parent and Buyer and the consummation by each of Parent and Buyer of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of each of Parent and Buyer. This Agreement has been duly executed and delivered by each of Parent and Buyer and, assuming the due authorization, execution and delivery by each of the Sellers, constitutes a valid and binding obligation of each of Parent Buyer, enforceable against each of Parent and Buyer in accordance with its terms (subject to bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

4.3 **No Violations; Approvals** The execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement and compliance with the provisions hereof will not conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination or acceleration of any obligation or loss of any material rights under, or result in the creation of any lien upon any of the properties or assets of either Parent or Buyer under, (a) the charter and other organizational agreements and instruments of Parent or Buyer, (b) any contract, permit, license, loan or credit agreement, note, bond, mortgage, indenture, lease or other property agreement, or other legally binding written agreement applicable to Parent, Buyer or their properties or assets, or (c) subject to the governmental filings and other matters referred to in the following sentence, any Applicable Law applicable to Parent or Buyer or their properties or assets, other than, in the case of clauses (b) and (c), any such conflict, violation, default, right or lien that individually or in the aggregate would not have a material adverse effect on Parent or Buyer. No consent, approval, order or authorization of, or registration or filing with, any Governmental or Regulatory Authority is required by or with respect to Parent or Buyer in connection with the execution and delivery of this Agreement by each of Parent and Buyer or the consummation by each of Parent and Buyer of the transactions contemplated by this Agreement, except for (i) those that may be required solely by reason of Sellers' (as opposed to any other third party's) participation in the transactions contemplated by this Agreement and (ii) such other consents, approvals, orders, authorizations, registrations, declarations and filings that, if not obtained or made, would not, individually or in the aggregate, have a material adverse effect on Parent or Buyer.

4.4 **Financing** Buyer has sufficient funds, or written commitments for sufficient funds (true and complete copies of which have been provided to each of the Sellers), and will have as of the Closing Date sufficient funds to fully fund the Purchase Price and related fees and expenses.

4.5 **Broker's or Finder's Fees** Except for payments made or monies owed to Clayton Capital Partners, Inc., which shall be the sole responsibility of Buyer, all negotiations relating to this Agreement and the transactions contemplated hereby have been carried on by or on behalf of each of Parent and Buyer in such a manner as not to give rise to any claim against Sellers. Parent or Buyer for a finder's fee, brokerage commission, advisory fee or other similar payment.

ARTICLE V COVENANTS

5.1 **Transfer of the Purchased Assets** Subject to the terms and conditions hereof (including, without limitation, Section 2.5), Sellers shall take all reasonably necessary steps to permit good title to the Purchased Assets to be duly and validly transferred and assigned to Buyer at the Closing, free of all liens.

5.2 **Filings and Permits** Each of the Parties will (i) make, or cause to be made, all such filings, submissions and notices under all Applicable Laws, as may be required for it to consummate the purchase and sale of the Purchased Assets in accordance with the terms of this Agreement (as promptly as practicable after the execution of this Agreement to the extent that such filings, submissions and/or notices have not yet been made); (ii) use its reasonable efforts to obtain, or cause to be obtained, any Permits necessary to be obtained by it in order to consummate such transfer; and (iii) use its reasonable efforts to take, or cause to be taken, all other actions which are necessary in order for it to fulfill its obligations under this Agreement. The Parties will coordinate and cooperate with one another in exchanging such information and supplying such assistance as may be reasonably requested by each in connection with the foregoing including, without limitation, providing each other with all notices and information supplied to or filed with any Governmental or Regulatory Authority (except for notices and information which Sellers or Buyer, in each case acting reasonably, considers highly confidential and sensitive, which may be filed on a confidential basis). Such Permits shall be upon such terms as are acceptable to Buyer, acting reasonably. Buyer will cooperate in obtaining such Permits. Such Permits shall be upon such terms as are acceptable to Sellers and Buyer, acting reasonably.

5.3 **Post-Closing Employee and Benefit Matters.**

(a) Except as provided herein, all employees of the Sellers who are identified on Schedule 3.4(b) (the "**Employees**"), shall be offered employment by Buyer as of 12:01 a.m. on the Closing Date at the wage or salary rate paid to such Employees immediately prior to the Closing Date and with duties and responsibilities comparable to those duties and responsibilities of such Employees immediately prior to the Closing Date. The Buyer shall cause each Employee to be given credit for all purposes for all service, on and prior to the Closing Date, with the Sellers under each employee benefit plan, program and arrangement maintained for his or her benefit by Buyer on or after the Closing Date. The Buyer shall provide credit following the Closing Date to each Employee for any vacation or other paid time off that has accrued during his tenure with the Sellers, but has not been used by such Employee prior to the Closing Date. The Parties hereby acknowledge that the Sellers are terminating the Employees and the Section 5.3 Employees (as defined below) effective 12:01 a.m. on Closing Date, except as provided on Schedule 5.3.

(b) Immediately following the Closing Date, Buyer shall provide the Employees with, and for a period of at least six months following the Closing Date Buyer shall maintain, employee benefits under Buyer's employee benefit plans within the meaning of Section 3(3) of the Employee Retirement Security Act of 1974, as amended, (each, a "**Plan**" and collectively, the "**Plans**") that are comparable to those employee benefits that are being provided to such Employees immediately prior to the Closing Date as these existing Plans are identified in Schedule 3.4(c). Immediately following the Closing, the participation by each Employee in any Plans of any of Sellers and any other employee benefits plans, programs or arrangements shall terminate. The following subparagraphs set forth certain specific covenants of Buyer and agreements between the Parties with respect to particular benefits to be provided to the Employees by Buyer pursuant to this Section:

(i) Effective as of the day immediately following the Closing, Buyer shall cause to be established an appropriate defined contribution plan with a cash or deferred arrangement (the "**Buyer's 401(k) Plan**"). Under Buyer's 401(k) Plan, each Employee will be credited with the service with which such Exempt Employee was credited under the applicable Plan for purposes of determining eligibility to participate and vesting. In addition, each Employee who currently receives matching payments from the Sellers with respect to the Plans (the "**Exempt Employees**"), shall receive similar matching payments from Buyer under Buyer's 401(k) Plan following the Closing. Sellers have delivered to Buyer prior to the date of this

Agreement a spreadsheet showing the matching payments each Exempt Employee received from Sellers in calendar year 2006 and in calendar year 2007 to date.

(ii) Buyer agrees that any welfare benefit plans and all fringe benefit programs that are provided to the Employees shall not contain any pre-existing condition exclusions, evidence of insurability provisions, waiting period requirements or similar provisions and shall recognize service with the Sellers for all purposes for which service is a criterion under such welfare benefit plans. Buyer further agrees that it will offer, as of the Closing Date, health care coverage under a group health plan to all Employees who are covered on the Closing Date under a health plan maintained by the Sellers. Buyer further agrees to recognize all expenses incurred by the Employees in connection with any applicable Sellers' welfare benefit plans prior to the Closing Date in a manner that insures that no Employee will be required to incur any coinsurance expense, expense with respect to deductible amounts, or other out-of-pocket welfare expenses greater than those that would have been incurred by the Employees during the 2007 plan year had a change in coverage under such plans not occurred.

(c) The Parties acknowledge that the six (6) employees of Sellers which are set forth on Schedule 5.3(c)(i) ("**Section 5.3 Employees**") are not being transferred to Buyer and their severance, accrued vacation, paid time off or any liability or obligation is set forth on Schedule 5.3(c)(i). Sellers shall be the solely responsible for, and shall pay, up to One Hundred Thousand Dollars (\$100,000.00) (the "**Severance Cap**") of any severance, accrued vacation, paid time off or any liability or obligation owing to the Section 5.3 Employees and the Employees (collectively the "**Total Employee Liabilities**"). Buyer shall be responsible for any Total Employee Liabilities in excess of One Hundred Thousand Dollars (\$100,000.00). In addition, to the extent during the period of ninety (90) days after Closing Buyer terminates Employees, Buyer shall have the option to require Sellers to pay the Total Employee Liabilities for one Employee up to the amount remaining under the Severance Cap.

(d) Except as provided herein, the Buyer shall assume and be fully responsible for any severance, accrued vacation, paid time off or any liability or obligation owing to any Employee as a result of the transactions contemplated hereby or otherwise payable to an Employee upon termination of an Employee's employment with a Seller or Buyer, including any Employees offered employment by the Buyer who fail to accept such employment offer.

(e) Except as provided in this Section 5.3, Buyer shall pay any Employee whose employment with the Buyer or an Affiliate of Buyer is terminated within one hundred eighty (180) days after the Closing Date the same severance such Employee would have received from Spherion in accordance with the Spherion severance policies in effect as of the date of such termination if such Employee had been employed continuously by Spherion through and at the time his or her employment was terminated by Buyer; provided however, that such Employee shall only be entitled to receive the above severance payment from Buyer if such Employee is eligible to receive a severance payment by Buyer.

(f) Notwithstanding anything in this Agreement to the contrary, the Parties acknowledge and agree that an Employee is not eligible to receive any severance payment from Buyer if: (a) such Employee would not have been eligible to receive any severance payment in accordance with the Spherion severance policies in effect as of the date of such termination by Buyer if such Employee had been employed continuously by Spherion through and at the time his or her employment was terminated or (b) such Employee would not have been eligible to receive any severance payment in accordance with the Spherion severance policies in effect as of the date of such termination by Buyer applied as if Spherion's severance policies had been adopted in their entirety by the Buyer.

(g) Any Employee whose employment with the Buyer or an Affiliate of the Buyer is terminated more than one hundred eighty (180) days after the Closing Date shall not be entitled to receive any severance payment from Buyer or Sellers, unless such Employee is eligible to receive from Buyer a severance payment from Buyer in accordance with Buyer's severance policies in effect at the time of the date of the termination. Sellers hereby advise Buyer that none of the Employees will be entitled to severance payments from the Sellers more than one hundred eighty (180) days after the Closing Date under the Sellers' severance policies.

5.4 **Non-Solicitation by Buyer and Parent.** □

(a) Buyer and Parent agree that, for a period of thirty-six (36) months following the Closing, they will not, directly or indirectly solicit, induce or hire any person who is employed by any Seller or by any Seller's agents or Affiliates, other than (a) the Employees and (b) those 46 adjunct consultants of Sellers whose names are listed on Schedule 5.4.

(b) Buyer and Parent agree and acknowledge that the time limitations contained in this Agreement are reasonable and properly required for the adequate protection of Sellers. Buyer and Parent agree that if any portion of the restrictions contained in this Agreement are held to be unreasonable, arbitrary, or against public policy, then the restriction shall be considered divisible, with each month of the specified period being deemed a separate period of time, so that the lesser period of time shall remain effective, so long as the same is not unreasonable, arbitrary, or against public policy. The Parties agree that in the event any court of competent jurisdiction determines the specified period to be unreasonable, arbitrary, or against public policy, a lesser time period which is determined to be reasonable, non-arbitrary, and not against public policy may be enforced against Buyer and Parent.

(c) If Buyer or Parent shall violate any of the terms or covenants contained herein, and if any court action is instituted by Sellers to prevent or enjoin such violation, then the period of time during which the terms or covenants of this Agreement shall apply, as provided in this Agreement, shall be lengthened by a period of time equal to the period between the date of the initial breach of the terms or covenants contained in this Agreement, whether or not such breach was to the Knowledge of Sellers had Knowledge, and the date on which the decree of the court disposing of the issues upon the merits shall become final and not subject to further appeal.

(d) It is recognized and hereby acknowledged by the Parties hereto that a breach or violation by Buyer or Parent of any or all of the covenants and agreements contained in this Section 5.4 may cause irreparable harm and damage to Sellers in a monetary amount which may be virtually impossible to ascertain. As a result, Buyer and Parent recognize and hereby acknowledge that Sellers shall be entitled to an injunction from any court of competent jurisdiction (without posting a bond or proving special damages in connection therewith) enjoining and restraining any breach or violation of any or all of the covenants and agreements contained in this Section 5.4 by Buyer or Parent and/or their associates, Affiliates, partners or agents, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other rights or remedies Sellers may possess hereunder, at law or in equity. Nothing contained in this Section 5.4 shall be construed to prevent Sellers from seeking and recovering from Buyer and Parent damages sustained by it as a result of any breach or violation by Buyer or Parent of any of the covenants or agreements contained herein.

5.5 **Transition Services.** Buyer and/or Parent shall have the right, at no cost to Buyer or Parent, to use the "Spherion CMC" name from the Closing Date through the three month anniversary of the Closing Date solely in connection with the Business and solely for the purpose and to the extent necessary to communicate with and service the existing candidates set forth on Schedule 5.5 (the

"Candidates"). No later than seven days following the Closing, Sellers shall deliver an updated Schedule 5.5 setting forth the final list of Candidates as of the Closing Date. Buyer shall have the right to use the real property currently leased by the Sellers pursuant to that certain existing lease in Houston, which lease is valid through July 31, 2007, provided, however, that Buyer shall reimburse Sellers for the monthly rent and operating expenses related to such leased property in an amount equal to Eight Thousand Five Hundred Eighty-Eight Dollars and Seventy-Eight Cents (\$8,588.78) for one month. Buyer shall have the right to use Sellers' career transition bridge from the Closing Date through the six month anniversary of the Closing Date in connection with the Business to serve the Candidates. In addition to the other amounts set forth herein, Buyer shall pay Spherion Two Thousand Dollars (\$2,000) per month for the transition services set forth herein ("**Additional Transition Fee**") for the from the Closing Date through the six month anniversary of the Closing Date. For so long as Buyer is acting in good faith to procure any third party services provided at its facilities that Buyer wishes to procure for Buyer's use after the Closing (each, a "**Third Party Service**"), the Sellers shall not cancel or terminate such Third Party Service until (i) the earlier of the date that an account for such Third Party Service has been established in the name of Buyer (or an Affiliate of Buyer) or (ii) the three month anniversary of the Closing Date, provided, however, that Buyer shall be fully responsible for any costs associated with such services after the Closing Date, but not to exceed Two Thousand Dollars (\$2,000). Any bulk data exchange or transfer occurring after the Closing shall be at the Buyer's expense. In addition, as a convenience and accommodation to the Buyer, until (i) the completion of the transfer of CTB-AMEX purchasing card program to the Buyer or (ii) such time as the Buyer commences its own or similar CTB-Amex purchasing card program (the "**CTB Transfer**"), Sellers shall pay up to Twenty Thousand Dollars (\$20,000.00) of fees related to the CTB-Amex purchasing card program as an advance. Such advanced fees are to be reimbursed to the Seller by Buyer promptly after the Buyer is reimbursed by its customers for such fees, but in no event later than ninety (90) days after the Closing. To the extent the fees from the required funding of the CBT-AMEX purchasing card program prior to CBT Transfer exceeds Twenty Thousand Dollars (\$20,000.00), Buyer shall be responsible for paying for such fees to the extent they exceed Twenty Thousand Dollars \$20,000.00 to the Seller before CBT-AMEX cards are funded and are issued to clients or candidates of the Buyer.

5.6 **Servicing of Candidates.** Buyer agrees to provide all services necessary and assume, satisfy and discharge of all obligations owing to the Candidates arising from and after the Closing Date (the "**Assumed Services and Obligations**"). In return for the assumption of the Assumed Services and Obligations, the Sellers shall pay to the Buyer (i) \$150,500 at Closing, (ii) \$150,500 on the two month anniversary of the Closing and (iii) \$150,500 on the four month anniversary of the Closing. Buyer and Parent expressly agree that the payments made pursuant to this Section 5.6 shall be the only consideration payable in respect of the Buyer's assumption of the Assumed Services and Obligations and that notwithstanding anything to the contrary contained in this Agreement or elsewhere Sellers shall not be responsible to provide any additional services to the Candidates or have any duties or obligations owing to the Candidates and Buyer and Parent shall jointly and severally indemnify the Sellers for any losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, reasonable costs and reasonable expenses, including, without limitation, reasonable attorneys' fees, incurred by the Sellers with respect to the Assumed Services and Obligations in accordance with and subject to the provisions of Article VIII, relating to periods after the Closing Date, except to the extent such losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action arise from the negligence or willful misconduct of the Sellers.

5.7 **Non-Solicitation by Sellers.** □

(a) Sellers agree that, for a period of thirty-six (36) months following the Closing, they will not (i) directly solicit, induce or hire any Employee and (ii) will not directly solicit any

person listed on Schedule 5.7 hereto; provided however, that the general solicitation of employment by the Sellers conducted, directly or indirectly, in newspapers, trade journals, the Internet, through third party recruiters or by any similar media shall not be deemed to be an attempt to employ such person.

(b) Sellers agree and acknowledge that the time limitations contained in this Agreement are reasonable and properly required for the adequate protection of Buyer and Parent. Each Seller agrees that if any portion of the restrictions contained in this Agreement are held to be unreasonable, arbitrary, or against public policy, then the restriction shall be considered divisible, with each month of the specified period being deemed a separate period of time, so that the lesser period of time shall remain effective, so long as the same is not unreasonable, arbitrary, or against public policy. The Parties agree that in the event any court of competent jurisdiction determines the specified period to be unreasonable, arbitrary, or against public policy, a lesser time period which is determined to be reasonable, non-arbitrary, and not against public policy may be enforced against the Sellers.

(c) If a Seller shall violate any of the terms or covenants contained herein, and if any court action is instituted by Buyer or Parent to prevent or enjoin such violation, then the period of time during which the terms or covenants of this Agreement shall apply, as provided in this Agreement, shall be lengthened by a period of time equal to the period between the date of the initial breach of the terms or covenants contained in this Agreement, whether or not Buyer or Parent had actual knowledge of the breach, and the date on which the decree of the court disposing of the issues upon the merits shall become final and not subject to further appeal.

(d) It is recognized and hereby acknowledged by the Parties hereto that a breach or violation by a Seller of any or all of the covenants and agreements contained in this Section 5.7 may cause irreparable harm and damage to Buyer and Parent in a monetary amount which may be virtually impossible to ascertain. As a result, Sellers recognize and hereby acknowledge that Buyer and Parent shall be entitled to an injunction from any court of competent jurisdiction (without posting a bond or proving special damages in connection therewith) enjoining and restraining any breach or violation of any or all of the covenants and agreements contained in this Section 5.7 by each Seller and/or their respective associates, Affiliates, partners or agents, either directly or indirectly, and that such right to injunction shall be cumulative and in addition to whatever other rights or remedies Buyer and Parent may possess hereunder, at law or in equity. Nothing contained in this Section 5.7 shall be construed to prevent Buyer and Parent from seeking and recovering from the Sellers damages sustained by it as a result of any breach or violation by a Seller of any of the covenants or agreements contained herein.

ARTICLE VI CLOSING

6.1 **Closing** The purchase and sale contemplated hereby shall be consummated at a closing (referred to herein as the "**Closing**") to be conducted at a location, time and manner as mutually agreed to by the Parties, and the Parties mutually agree that for purposes of this Agreement and the terms and conditions set forth herein, 12:01 am, June 25, 2007 shall be deemed to be the date and time the Closing occurs as well as the effective date of this Agreement, and is referred to herein as the "**Closing Date**."

**ARTICLE VII
CONDITIONS PRECEDENT TO OBLIGATIONS**

7.1 **Mutual Conditions**□ The obligations of the Parties hereto to consummate the transactions contemplated hereby are subject to fulfillment of the following conditions:

(a) No temporary restraining order, preliminary or permanent injunction or other order or decree which prevents the consummation of the transactions contemplated hereby shall have been issued and remain in effect, and no statute, rule or regulation shall have been enacted by any Governmental or Regulatory Authority which prevents the consummation of the transactions contemplated hereby.

(b) No action, litigation or proceeding shall be instituted by any Governmental or Regulatory Authority that seeks to prevent consummation of the transactions contemplated hereby or seeking material damages in connection with the transactions contemplated hereby that continues to be outstanding.

7.2 **Conditions to Buyer's Obligations**□ The obligations of Buyer to be performed under this Agreement are subject to the satisfaction at the Closing of each of the following conditions (unless waived in writing by Buyer):

(a) Sellers shall have delivered, or cause to be delivered, to Buyer the Purchased Assets in accordance with the terms of this Agreement.

(b) Sellers shall have delivered, or cause to be delivered, to Buyer a Bill of Sale, Assignment and Assumption Agreement among Buyer and Sellers, executed each of the Sellers, in the form attached hereto as Exhibit A (the "**Bill of Sale**").

(c) Sellers shall have delivered, or cause to be delivered, to Buyer a Assignment Agreement among Buyer and Spherion, executed by Spherion, in the form attached hereto as Exhibit B (the "**IP Assignment**").

7.3 **Conditions to Sellers' Obligations**□ The obligations of Sellers to be performed under this Agreement are subject to the satisfaction at the Closing of each of the following conditions (unless waived in writing by Sellers):

(a) Buyer shall have delivered, or cause to be delivered, to Sellers the Purchase Price (including any applicable Transfer Taxes) as provided in Section 2.4.

(b) Buyer shall have delivered, or cause to be delivered, to Sellers the IP Assignment, executed by Buyer.

(c) Buyer shall have delivered, or cause to be delivered, to Sellers the Bill of Sale, duly executed by Buyer.

**ARTICLE VIII
INDEMNIFICATION**

8.1 **Survival of Representations, Warranties and Covenants**□ Subject to the limitations set forth in Section 8.3, all representations and warranties contained in this Agreement shall survive the

Closing and continue in effect for a period of one year from the Closing Date, except that the representations set forth in (i) Section 3.5 shall survive until the expiration of the applicable statute of limitations period therefore and (ii) Sections 3.1, 3.2 and 3.7 shall survive for a period of eighteen months from the Closing Date. The expiration of any representation or warranty shall not affect any claim made in good faith and in accordance with this Agreement prior to the date of such expiration.

8.2 Indemnification.

(a) Subject to the limitations set forth in Section 8.3 of this Agreement, Sellers, jointly and severally, shall indemnify and hold harmless Buyer and its current and former directors, managers, officers, employees, agents, representatives, Affiliates, successors and assigns (collectively, "Buyer Indemnified Parties"), from and against any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, reasonable costs and reasonable expenses (whether or not involving a third party claim), including, without limitation, reasonable attorneys' fees, any and all reasonable expenses incurred in investigating, preparing or defending against any actions and/or suits (commenced or threatened), demands, assessments, judgments, or any claim whatsoever, and any and all amounts paid in settlement of any of the aforementioned (collectively, "Buyer's Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by any Buyer Indemnified Party, directly or indirectly, as a result of, in respect of, connected with, or arising from (i) any inaccuracy in or breach of any of the representations or warranties made by Sellers in this Agreement, (ii) the nonfulfillment or breach of any covenants or agreements made by Sellers in this Agreement, (iii) the conduct of the Business by the Seller on or before the Closing or (iv) the termination of any Employee's employment (to the extent initiated by any of Sellers), on or before the Closing, with or without cause (collectively, "Buyer's Indemnifiable Claims").

(b) Subject to the limitations set forth in Section 8.3 of this Agreement, Parent and Buyer, jointly and severally, shall indemnify and hold harmless Sellers and each of their respective current and former directors, officers, employees, agents, representatives, Affiliates, successors and assigns (collectively, the "Seller Indemnified Parties"), from and against any and all losses, liabilities, damages, demands, claims, suits, actions, judgments or causes of action, assessments, reasonable costs and reasonable expenses (whether or not involving a third party claim), including, without limitation, reasonable attorneys' fees, any and all reasonable expenses incurred in investigating, preparing or defending against any actions and/or suits (commenced or threatened), demands, assessments, judgments, or any claim whatsoever, and any and all amounts paid in settlement of any of the aforementioned (collectively, "Sellers' Damages" and together with Buyer's Damages, "Damages"), asserted against, resulting to, imposed upon, or incurred or suffered by any Seller Indemnified Party, directly or indirectly, as a result of, in respect of, connected with, or arising from (i) any inaccuracy in or breach of any of the representations or warranties made by Buyer or Parent in this Agreement, (ii) the nonfulfillment or breach of any covenants or agreements made by Buyer or Parent in this Agreement, (iii) the conduct of the Business by Buyer or Parent or their Affiliates from and after the Closing or (iv) except as set forth in Section 5.3, the termination of any Employee's employment (to the extent initiated by Buyer) from and after the Closing, with or without cause (collectively, "Sellers' Indemnifiable Claims").

(c) For purposes of this Article VIII, all Damages shall be reduced dollar for dollar by: (i) the amount of any insurance coverage with respect thereto, in each case which reduce such Damages that would otherwise be sustained; (ii) the amount of any tax benefits actually received (net of Tax costs incurred as a result of such indemnification payment); and (iii) the amount of any other payments made under this Article VIII that relate to the same facts and circumstances giving rise to the same claim for such Damages. In addition, Damages shall not under any circumstances include any

consequential, punitive or exemplary damages, lost profits or damages determined as a multiple of income, revenue or the like. Any Party entitled to indemnification hereunder shall take all reasonable steps to mitigate Damages upon and after becoming aware of any event that could reasonably be expected to give rise to such Damages.

8.3 **Limitations on Indemnification** □ The Parties' rights to indemnification hereunder are subject to the following limitations:

(a) Buyer shall not be entitled to indemnification hereunder with respect to any of Buyer's Indemnifiable Claims unless and until the aggregate amount of Buyer's Damages with respect to Buyer's Indemnifiable Claims exceeds \$17,500. Subject to Section 8.3(b) below, once the total amount of Buyer's Damages with respect to Buyer's Indemnifiable Claims exceeds \$17,500, then Sellers shall be jointly and severally liable for Buyer's Damages with respect to Indemnifiable Claims exceeding \$17,500.

(b) The maximum aggregate amount of Buyer's Damages that may be recovered from Sellers pursuant to this Agreement shall be limited to the amount (the "**Buyer's Indemnification Cap**") equal to the aggregate amount of cash received by Sellers, pursuant to Section 2.4 hereof; provided, however, that Buyer's Indemnification Cap shall not apply to breaches of the covenants set forth in Sections 5.3, 5.5, 5.6 or 5.7.

(c) Any claim for indemnification hereunder that is not asserted by notice given as herein provided during the applicable period of survival as set forth in Section 8.1 may not be pursued and is hereby irrevocably waived upon and after the expiration of such period of survival.

(d) Sellers shall not be entitled to indemnification hereunder with respect to any of Sellers' Indemnifiable Claims unless and until the aggregate amount of Sellers' Damages with respect to Sellers' Indemnifiable Claims exceeds \$50,000. Subject to Section 8.3(f) below, once the total amount of Sellers' Damages with respect to Sellers' Indemnifiable Claims exceeds \$50,000, then Buyer and Parent shall be jointly and severally liable for Sellers' Damages with respect to Indemnifiable Claims exceeding \$50,000.

(e) The maximum aggregate amount of Sellers' Damages that may be recovered from Buyer or Parent pursuant to this Agreement shall be limited to the amount (the "**Sellers' Indemnification Cap**") equal to the aggregate amount of cash received by Sellers pursuant to Section 2.4 hereof, provided, however, that Sellers' Indemnification Cap shall not apply to breaches of the covenants set forth in Sections 5.3, 5.4, 5.5 or 5.6.

8.4 **Exclusive Remedy** □ The rights of the Parties for indemnification relating to this Agreement or the transactions contemplated hereby shall be strictly limited to those contained in this Article VIII, and such indemnification rights shall be the exclusive remedies of the Parties subsequent to the Closing Date with respect to any matter arising under or in connection with this Agreement. To the maximum extent permitted by Applicable Law, Buyer, Parent and each of the Sellers hereby waive all other rights and remedies with respect to any matter arising under or in connection with this Agreement, whether under any Applicable Law, at common law or otherwise. Neither Sellers nor any of their Affiliates, successors or permitted assigns, make any representation, warranty or covenant to Buyer, Parent or any of their Affiliates, successors or permitted assigns, except as set forth in this Agreement. Consequently, neither Buyer, Parent nor any of their Affiliates, successors or permitted assigns may bring or otherwise maintain any claim, action or remedy against Sellers, nor any of their Affiliates, successors

or permitted assigns, and no recourse shall be brought against any of them, by virtue of any claim or allegation of any representation, warranty or covenant not set forth in this Agreement.

8.5 Procedure for Indemnification with Respect to Third-Party Claims□

(a) If any party (the "Claiming Party") determines to seek indemnification under this Article VIII with respect to Indemnifiable Claims (as used herein, the term "Indemnifiable Claims" shall refer to Buyer's Indemnifiable Claims or Sellers' Indemnifiable Claims, as the case may be) resulting from the assertion of liability by third parties, it shall give notice to the other party (the "Receiving Party") within 30 days of the Claiming Party becoming aware of such Indemnifiable Claim or of facts upon which such Indemnifiable Claim will be based; provided, that the failure to so notify shall not relieve the Receiving Party of its obligations hereunder, except to the extent that the Receiving Party is actually and materially prejudiced thereby. The notice shall set forth such information with respect thereto as is then reasonably available to the Claiming Party. The Receiving Party will be entitled, if it so elects by written notice delivered to the Claiming Party within 20 days after receiving such notice, to assume the defense thereof with counsel reasonably satisfactory to the Claiming Party. Notwithstanding the foregoing, (i) the Claiming Party shall also have the right to employ its own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Claiming Party and (ii) the Claiming Party shall not have any obligation to give any notice of any assertion of liability by a third party unless such assertion is in writing. With respect to any assertion of liability by a third party that results in an Indemnifiable Claim, the Parties hereto shall make available to each other all relevant information in their possession material to any such assertion.

(b) If the Receiving Party, within 20 days after receipt of the aforesaid notice of an Indemnifiable Claim, fails to assume the defense of the Claiming Party against such Indemnifiable Claim, the Claiming Party shall have the right to undertake the defense, compromise or settlement of such action on behalf of and for the account, risk and expense of the Receiving Party.

(c) Notwithstanding anything in this Section 8.5 to the contrary, if there is a reasonable probability that an Indemnifiable Claim will materially and adversely affect the Claiming Party other than as a result of money damages or other money payments, then the Receiving Party shall not, without the Claiming Party's prior written consent, settle or compromise such Indemnifiable Claim or consent to entry of any judgment in respect of such Indemnifiable Claim unless such settlement, compromise or consent includes as an unconditional term the giving by the claimant or the plaintiff to the Claiming Party a release from all liability in respect of such Indemnifiable Claim.

8.6 Procedure for Indemnification with Respect to Non-Third-Party Claims:□ If a Claiming Party asserts the existence of an Indemnifiable Claim (excluding claims resulting from the assertion of liability by third parties), it shall give written notice to the Receiving Party specifying the relevant provision(s) of this Agreement under which the claim is made and the nature and amount (if known) of the claim asserted. If the Receiving Party, within 30 days after receipt of such notice, does not give written notice to the Claiming Party of its intent to contest such assertion of the Claiming Party (which notice shall, in reasonable detail, provide the then existing factual basis for such contest and the relevant provision(s) of this Agreement pursuant to which such contest is made), such assertion shall be deemed accepted and the amount of the claim shall be deemed a valid Indemnifiable Claim. If, however, the Receiving Party contests the assertion of a claim by giving the aforementioned written notice to the Claiming Party within said period, the Parties covenant and agree to use their commercially reasonable efforts to resolve their dispute with respect to such claim.

**ARTICLE IX
MISCELLANEOUS**

9.1 **Expenses** □ Except as expressly provided otherwise in this Agreement, each Party shall pay its own expenses in connection with the negotiation, execution and performance of this Agreement, the transactions described in this Agreement, and all things required to be done by it pursuant to this Agreement, including counsel fees, brokerage, finder or financial advisor fees, filing fees and accounting fees.

9.2 **Arbitration** □ All claims for monetary damages and disputes relating in any way to the performance, interpretation, validity, or breach of this Agreement shall be referred to final and binding arbitration, before a single arbitrator, under the commercial arbitration rules of the American Arbitration Association then in effect in Broward County, Florida. The arbitrator shall be selected by the Parties acting reasonably and if the Parties are unable to reach agreement on selection of the arbitrator within ten (10) days after the notice of arbitration is served, then the arbitrator will be selected by the Upchurch Watson White and Max Mediation Group; provided however that the arbitrator selected may not have a business relationship with any of the Parties hereto. The arbitration will be conducted in accordance with the rules of the American Arbitration Association then in effect. To the extent that a Party would be required to make confidential information available to any other, an agreement or an order shall be entered in the proceeding protecting the confidentiality of and limiting access to such information before a Party is required to produce such information. Information produced by a Party shall be used exclusively in the arbitration or litigation that may arise, and shall not otherwise be disclosed. In no event shall a Party be entitled to punitive damages in any arbitration or judicial proceeding and all Parties hereby waive their rights to any punitive damages. Judgment upon the award rendered by the arbitrator shall be final, binding and conclusive upon the Parties and their respective administrators, executors, legal representatives, heirs, successors and permitted assigns, and may be entered in any court of competent jurisdiction.

9.3 **Governing Law** □ This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the state of Delaware without regard to conflicts of laws principles.

9.4 **Publicity** □ Except as otherwise required by law, regulation, or the rules of the New York Stock Exchange and the Securities and Exchange Commission, none of the Parties hereto shall issue any press release or make any other public statement, in any case relating to or connected with or arising out of this Agreement or the matters contained herein, without obtaining the prior approval of Buyer and Sellers of the contents and the manner of presentation and publication thereof.

9.5 **Disclaimer of Projections** □ Sellers do not make any representation or warranty to Buyer except as specifically made in this Agreement and do not represent or warrant to Buyer that, by consummating the transactions contemplated herein, Buyer will acquire an ongoing business or that by acquiring the Purchased Assets, Buyer will not be required to acquire or maintain additional assets to engage in the Business. In particular, except as set forth in Article III of this Agreement, Sellers do not make any representation or warranty to Buyer with respect to (a) any information presented at any management presentation conducted in connection with the transactions contemplated hereby, or (b) any financial projection or forecast, written or oral, relating to Sellers. With respect to any such projection or forecast delivered by or on behalf of Sellers to Buyer, in the absence of any representations or warranties set forth in this Agreement with respect to such projection or forecast, Buyer acknowledges that (i) there are uncertainties inherent in attempting to make such projections and forecasts, (ii) it is familiar with such uncertainties, (iii) it is taking full responsibility for making its own evaluation of the adequacy and

accuracy of all such projections and forecasts so furnished to it, and (iv) it shall have no claim against Sellers with respect thereto.

9.6 **Notices** All notices and other communications required or permitted under this Agreement shall be deemed to have been duly given and made if in writing and if served either by personal delivery to the Party for whom intended (which shall include delivery by Federal Express or similar service) or three business days after being deposited, postage prepaid, certified or registered mail, return receipt requested, in the United States mail bearing the address shown in this Agreement for, or such other address as may be designated in writing hereafter by, such Party:

If to Sellers:	Spherion Corporation 2050 Spectrum Boulevard Ft. Lauderdale, Florida 33309 Attn: General Counsel
with a copy to:	Greenberg Traurig, P.A. 401 East Las Olas Boulevard Suite 2000 Fort Lauderdale, Florida 33301 Attn: Brian J. Gavsie, Esq.
If to Parent:	The Herring Impact Group, Inc. 12977 N. Outer 40 Drive, Suite 300 St. Louis, Missouri 63141 Attn: Laura Herring, President
If to Buyer:	Impact Group Transitions, LLC 12977 N. Outer 40 Drive, Suite 300 St. Louis, Missouri 63141 Attn: Lauren Herring, Manager
with a copy in the case of Buyer or Parent to:	Riezman Berger, P.C. 7700 Bonhomme, 7 th Floor Clayton, Missouri 63105 Attn: Richard N. Tishler, Esq.

9.7 **Counterparts** This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

9.8 **Interpretation** Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be deemed to include and designate the masculine, feminine or neuter gender.

9.9 **Captions** The Article and Section captions used herein are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

9.10 **Entire Agreement** This Agreement embodies the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, oral or written, relative to said subject matter.

9.11 **Binding Effect; Assignment**□ This Agreement and the various rights and obligations arising hereunder shall inure to the benefit of and be binding upon Sellers, their successors and permitted assign and Buyer and Parent, their successors and permitted assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred or assigned (by operation of law or otherwise) by any of the Parties hereto without the prior written consent of the other Parties. provided, however, that Buyer may assign this Agreement to Parent or any wholly owned subsidiary of Parent so long as Parent shall remain liable for any payment and indemnification obligations hereunder; and provided, further that Sellers may assign (in whole or in part) any rights or obligations under this Agreement to any Person without the consent of (but with notice to) Buyer or Parent so long as any Seller shall remain liable for any indemnification obligations hereunder. Any transfer or assignment of any of the rights, interests or obligations hereunder in violation of the terms hereof shall be void and of no force or effect.

9.12 **Amendment; Waiver**□ This Agreement may not be changed, amended, terminated, augmented, rescinded or discharged (other than by performance), in whole or in part, except by a writing executed by the Parties hereto, and no waiver of any of the provisions or conditions of this Agreement or any of the rights of a Party hereto shall be effective or binding unless such waiver shall be in writing and signed by the Party claimed to have given or consented thereto. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by the first Party to seek a remedy for any noncompliance or breach by any other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.

9.13 **Severability**□ If any word, phrase, sentence, clause, section, subsection or provision of this Agreement as applied to an party or to any circumstance is adjudged by a court to be invalid or unenforceable, the same will in no way affect any other circumstance or the validity or enforceability of any other word, phrase, sentence, clause, section, subsection or provision of this Agreement. If any provision of this Agreement, or any part thereof, is held to be unenforceable because of the duration of such provision or the area covered thereby, the Parties agree that the court making such determination shall have the power to reduce the duration and/or area of such provision, and/or to delete specific words or phrases, and in its reduced form, such provision shall then be enforceable and shall be enforced.

9.14 **Enforcement Costs**□ If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing Party or Parties shall be entitled to recover reasonable attorneys' fees, court costs, sales and use taxes and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that proceeding, in addition to any other relief to which such Party or Parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing Party (including any fees and costs associated with collecting such amounts).

9.15 **Further Assurances**□ The Parties hereby agree from time to time to execute and deliver such further and other transfers, assignments and documents and do all matters and things which may be convenient or necessary to more effectively and completely carry out the intentions of this Agreement.

9.16 **Time of the Essence**□ The Parties to this Agreement acknowledge and agree that time is of the essence with respect to each and every provision of this Agreement.

9.17 **Construction**□ The Parties agree and acknowledge that they have jointly participated in the negotiation and drafting of this Agreement and that this Agreement has been fully reviewed and negotiated by the Parties and their respective counsel. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.18 **Arm's Length Negotiations**□ Each Party herein expressly represents and warrants to all other Parties hereto that (a) before executing this Agreement, said Party has fully informed itself of the terms, contents, conditions and effects of this Agreement; (b) said Party has relied solely and completely upon its own judgment in executing this Agreement; (c) said Party has had the opportunity to seek and has obtained the advice of counsel before executing this Agreement; (d) said Party has acted voluntarily and of its own free will in executing this Agreement; (e) said Party is not acting under duress, whether economic or physical, in executing this Agreement; and (f) this Agreement is the result of arm's length negotiations conducted by and among the Parties and their respective counsel.

9.19 **Third-Party Beneficiaries**□ Each Party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties hereto.

9.20 **Exhibits and Schedules**□ Each reference in this Agreement to an Exhibit or Schedule shall mean an Exhibit or Schedule attached to this Agreement.

9.21 **Receipt of Payments**□ If a Seller or an Affiliate of Seller receives a payment after Closing from a customer of a Seller for services performed on or after Closing, Sellers shall promptly forward such payment to Buyer. If Sellers or an Affiliate of Seller receives an invoice or other request for payment from a vendor or supplier of the Business for the Business for periods on or after the Closing and which is an Assumed Liability, Sellers shall promptly forward such invoice or other request for payment to Buyer or, if such invoice or other request for payment is less than \$2,500, Sellers may at their option pay such amount and promptly forward the invoice or request for payment to Buyer along with a request for reimbursement. Buyer shall, promptly after receipt of such request, reimburse the Seller for such payment.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of each of the Parties hereto as of the date first above written.

IMPACT GROUP TRANSITIONS, LLC,
a Missouri limited liability company

By: *Lauren Herring*
Name: Lauren Herring
Title: Manager

THE HERRING IMPACT GROUP, INC.,
a Missouri corporation

By: *Laura L. Herring*
Name: LAURA L. HERRING
Title: CEO

SPHERION ATLANTIC SERVICES, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of each of the Parties hereto as of the date first above written.

IMPACT GROUP TRANSITIONS, LLC,
a Missouri limited liability company

By: _____
Name: _____
Title: _____

THE HERRING IMPACT GROUP, INC.,
a Missouri corporation

By: _____
Name: _____
Title: _____

SPHERION ATLANTIC SERVICES, LLC,
a Delaware limited liability company

By: Mark W. Smith
Name: MARK W. SMITH
Title: SVP CFO

AIM EXECUTIVE HOLDINGS, INC.,
an Ohio corporation

By: Mark W. Smith
Name: MARK W. SMITH
Title: SVP CFO

AIM EXECUTIVE, INC.,
an Ohio corporation

By: Mark W. Smith
Name: MARK W. SMITH
Title: SVP CEO

Interim Career Services, Inc.,
a Delaware corporation

By: Mark W. Smith
Name: MARK W. SMITH
Title: SVP CFO

Spherion U.S. Inc.,
a Florida corporation

By: Mark W. Smith
Name: MARK W. SMITH
Title: SVP CFO

Spherion Corporation,
a Delaware corporation

By: Mark W. Smith
Name: MARK W. SMITH
Title: SVP CFO

Exhibit A

Form of Bill of Sale, Assignment and Assumption Agreement

Exhibit B

Trademark Assignment Agreement

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 25, 2007 (this "Agreement"), is among **IMPACT GROUP TRANSITIONS, LLC**, a Missouri limited liability company ("Buyer"), **THE HERRING IMPACT GROUP, INC.**, a Missouri corporation ("Parent"), **SPHERION ATLANTIC ENTERPRISES, LLC**, a Delaware limited liability company ("Spherion"), AIM Executive Holdings, Inc., an Ohio corporation ("AIMEH"), AIM Executive, Inc., an Ohio corporation ("AEI"), Interim Career Services, Inc., a Delaware corporation ("ICS"), Spherion U.S. Inc., a Florida corporation ("SUSI"), Spherion Corporation ("Spherion Corp."), collectively with Spherion, AIMEH, AEI, ICS and SUSI, the "Sellers," and individually a "Seller" and is entered into pursuant to that certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement") by and among the Buyer, Parent and the Sellers. Capitalized terms not otherwise defined herein shall have the meanings assigned thereto in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, the Sellers agreed to sell, convey, assign, transfer and deliver to Buyer, and Buyer agreed, among other things, to (i) purchase, acquire and accept delivery of the Purchased Assets and (ii) assume, satisfy and discharge the Assumed Liabilities:

NOW, THEREFORE, in consideration of the mutual promises set forth below, Buyer and the Sellers hereby agree as follows:

1. Sale of the Assets. Subject to Section 2.5 of the Purchase Agreement, as of the Closing Date, the Sellers hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby purchases, acquires and accepts delivery from the Sellers of, all of the Sellers' right, title and interest in and to the Purchased Assets.
2. Assignment and Assumption of Assumed Liabilities. Subject to Section 2.3 of the Purchase Agreement, as of the Closing Date, the Sellers hereby assign and transfer unto Buyer, and Buyer hereby assumes from the Sellers and agrees to satisfy and discharge, the Assumed Liabilities.
3. Further Documents. The Sellers and Buyer hereby agree, from time to time, at the reasonable request of the other to execute and deliver such other instruments for conveyance, transfer and assumption, to confirm Buyer's title to the Purchased Assets and take such other actions as the other may reasonably request in order to more effectively consummate the transactions contemplated by this Agreement.
4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

6. Governing Law; Venue. This Agreement shall be construed and interpreted according to the laws of the State of Delaware. EACH OF THE PARTIES HERETO WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

7. Purchase Agreement Controls. This Agreement is executed pursuant to the terms of the Purchase Agreement, and is intended to implement and be consistent with the terms and conditions of the Purchase Agreement. If any of the provisions hereof are in conflict with the provisions of the Purchase Agreement, the Purchase Agreement shall control.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed by or on behalf of each of the Parties hereto as of the date first above written.

SELLERS:

SPHERION ATLANTIC ENTERPRISES, LLC,
a Delaware limited liability company

By: Mark W. Smith
Name: MARK W. SMITH
Title: SVP CFO

AIM EXECUTIVE HOLDINGS, INC.,
an Ohio corporation

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Name: MARK W. SMITH
Title: SVP CFO

AIM EXECUTIVE, INC.,
an Ohio corporation

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Title: SVP CFO

INTERIM CAREER SERVICES, INC.,
a Delaware corporation

By: Mark W. Smith
Name: MARK W. SMITH
Title: SVP CFO

SPHERION U.S. INC.,
a Florida corporation

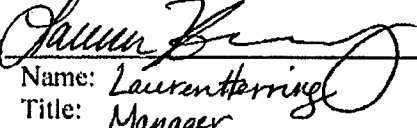
By: Mark W. Smith
Name: MARK W. SMITH
Title: SVP CFO

SPHERION CORPORATION,
a Delaware corporation

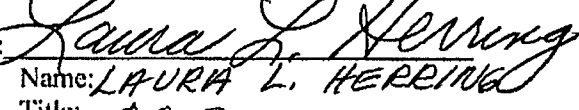
By: Mark W. Smith
Name: MARK W. SMITH
Title: SVP CFO

Acknowledged and Agreed by:

IMPACT GROUP TRANSITIONS, LLC,
a Missouri limited liability company

By: 
Name: *Laurent Herring*
Title: *Manager*

THE HERRING IMPACT GROUP, INC.,
a Missouri corporation

By: 
Name: *LAURA L. HERRING*
Title: *CEO*