

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bankboston, N.A.		01/08/2002	National Banking Association:
RECEIVING PARTY DATA			
Name:	Tandem Staffing Solutions, Inc.		
Street Address:	1690 South Congress Avenue		
Internal Address:	Suite 210		
City:	Delray Beach		
State/Country:	FLORIDA		
Postal Code:	33445		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75240067	TANDEM	
Serial Number:	75249062		
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-756-2198		
Email:	jason.marin@srz.com		
Correspondent Name:	Jason S. Marin, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	19th Floor		
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ATTORNEY DOCKET NUMBER:	014951.0749		
NAME OF SUBMITTER:	Jason S. Marin, Esq. (014951.0749)		

CH \$65.00 75240067

Signature:	/kc for jsm/
Date:	09/14/2007
Total Attachments: 10 source=Trademark Bankruptcy Order for Bankboston#page1.tif source=Trademark Bankruptcy Order for Bankboston#page2.tif source=Trademark Bankruptcy Order for Bankboston#page3.tif source=Trademark Bankruptcy Order for Bankboston#page4.tif source=Trademark Bankruptcy Order for Bankboston#page5.tif source=Trademark Bankruptcy Order for Bankboston#page6.tif source=Trademark Bankruptcy Order for Bankboston#page7.tif source=Trademark Bankruptcy Order for Bankboston#page8.tif source=Trademark Bankruptcy Order for Bankboston#page9.tif source=Trademark Bankruptcy Order for Bankboston#page10.tif	

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ENTERED
JAN - 8 2002
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

FILED
JAN - 8 2002
CLERK U.S. BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
BY Deputy Clerk

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2 MARTIN R. BARASH (State Bar No. 162314) and
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7 Telephone: (310) 407-4085
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10 Debtors and Debtors in Possession

11 Debtors' Mailing Address
12 1690 South Congress Avenue, Suite 210
13 Delray Beach, FL 33445

14 UNITED STATES BANKRUPTCY COURT
15 CENTRAL DISTRICT OF CALIFORNIA
16 LOS ANGELES DIVISION

17 In re:

18 **SYNADYNE III, INC.**, a Florida corporation, a/k/a
19 Staffing for Industry, Outsource, Tandem, Tandem
20 Staffing; **OUTSOURCE INTERNATIONAL, INC.**, a
21 Florida corporation, a/k/a Staffing for Industry,
22 Outsource, Tandem, Tandem Staffing; **OUTSOURCE**
23 **FRANCHISING, INC.**, a Florida corporation, a/k/a
24 Staffing for Industry, Outsource, Tandem, Tandem
25 Staffing; **CAPITAL STAFFING FUND, INC.**, a
26 Florida corporation, a/k/a Staffing for Industry,
27 Outsource, Tandem, Tandem Staffing; **OUTSOURCE**
28 **INTERNATIONAL OF AMERICA, INC.**, a Florida
corporation, a/k/a Staffing for Industry, Outsource,
Tandem, Tandem Staffing, Labor Quick!, Labor World,
Office Ours, Office Network, Tandem of Michigan;
GUARDIAN EMPLOYER WEST, LLC, a Delaware
limited liability company, a/k/a Staffing for Industry,
Outsource, Tandem, Tandem Staffing; **GUARDIAN**
EMPLOYER EAST, LLC, a Delaware limited liability
company, a/k/a Staffing for Industry, Outsource,
Tandem, Tandem Staffing,

Debtors.

Case Nos.: LA 01-28160 BB; LA 01-28173 BB; LA 01-28179 BB; LA 01-28185 BB; LA 01-28191 BB; LA 01-28197 BB; and LA 01-28201 BB (Jointly Administered Under Case No. LA 01-28160-BB)

Chapter 11

ORDER (1) APPROVING NEGOTIATED ASSET PURCHASE AGREEMENT BETWEEN DEBTORS AND CERBERUS OUTSOURCE SPV LLC, (2) APPROVING SALE FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES OF SUBSTANTIALLY ALL ASSETS OF DEBTORS PURSUANT TO AGREEMENT, (3) APPROVING THE ASSIGNMENT AND SALE OF PREVIOUSLY ASSUMED FRANCHISE AGREEMENTS AND REAL PROPERTY LEASES, (4) APPROVING THE ASSUMPTION, ASSIGNMENT, AND SALE OF CERTAIN OTHER EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO AGREEMENT, AND DETERMINING THE AMOUNTS NECESSARY TO CURE SUCH CONTRACTS AND LEASES, AND (5) APPROVING FEES AND REIMBURSEMENT OF EXPENSES FOR THE DEBTORS' INVESTMENT BANKER, DE BELLAS & CO.

Hearing

Date: January 8, 2002
Time: 10:30 a.m.
Place: Courtroom 1475
Roybal Federal Building
255 E. Temple Street
Los Angeles, CA 90012

KLEE, TUCHIN, BOGDANOFF & STERN LLP
1880 CENTURY PARK EAST, SUITE 200
LOS ANGELES, CALIFORNIA 90067-1698
(310) 407-4000

1 On January 8, 2002 a hearing was held before the undersigned United States
2 Bankruptcy Judge on the "Notice of Motion and Motion for Order: (1) Approving Negotiated
3 Asset Purchase Agreement Between Debtors And Cerberus Outsource SPV LLC, (2)
4 Approving Sale Free And Clear Of Liens, Claims And Encumbrances Of Substantially All
5 Assets Of Debtors Pursuant To Agreement, (3) Approving The Assignment And Sale Of
6 Previously Assumed Franchise Agreements And Real Property Leases, (4) Approving the
7 Assumption, Assignment, And Sale Of Certain Other Executory Contracts And Unexpired
8 Leases Pursuant To Agreement, And Determining the Amounts Necessary To Cure Such
9 Contracts And Leases, And (5) Approving Fees And Reimbursement of Expenses for the
10 Debtors' Investment Banker, De Bellas & Co." ("Motion"), filed by Outsource International,
11 Inc. ("OSI"), Outsource Franchising, Inc. ("OFI"), Capital Staffing Fund, Inc. ("CSF"),
12 Outsource International of America, Inc. ("OSIA"), Guardian Employer West, LLC ("GW"),
13 and Guardian Employer East, LLC ("GE"), debtors and the debtors in possession in the
14 above-captioned jointly administered chapter 11 cases (collectively, the "Debtors" or the
15 "Company"). Appearances were made as reflected in the Record of Court. Pursuant to the
16 Motion, the Debtors requested the following relief:

17 1. **Approval of APA.** Approving that certain Asset Purchase Agreement
18 ("APA") entered into between the Debtors and CERBERUS OUTSOURCE SPV
19 LLC, a Delaware Limited liability company ("Cerberus SPV" or "Purchaser")
20 pursuant to which the Debtors propose to sell substantially all of their assets to
21 Cerberus SPV (collectively, the "Purchased Assets"), and Cerberus SPV will assume
22 certain liabilities (the "Assumed Liabilities"). A true and correct copy of the Asset
23 Purchase Agreement ("APA") was filed with the Court.

24 2. **Sale Free and Clear Of Liens.** Authorizing the Debtors, pursuant to
25 Bankruptcy Code sections 363 and 365, to sell the Purchased Assets to the Purchaser
26 free and clear of all claims, liens and encumbrances (including those of taxing
27 authorities and any claims arising under principles of successor liability), other than
28 the liabilities assumed by the Purchaser under the APA, with such liens (other than as

1 provided in the APA) to attach to the consideration to be received by the Debtors in
2 the same priority and subject to the same defenses and avoidability, if any, as before
3 the closing of the transactions contemplated under the APA.

4 3. **Assignment And Sale Of Franchise Agreements and Certain Real**
5 **Estate Leases.** (i) Authorizing the Debtors to assign and sell the franchise
6 agreements and real estate leases ("Critical Contracts") that previously were assumed
7 by the Debtors pursuant to the "Order Granting Motion For Order Authorizing
8 Debtors' Assumption Of Critical Executory Contracts And Unexpired Leases"
9 ("Critical Contracts Order"), which was entered on December 6, 2001, and (ii) finding
10 that the Purchaser has provided adequate assurance of future performance under the
11 Critical Contracts.

12 4. **Assumption, Assignment and Sale Of Other Executory Contracts**
13 **and Unexpired Leases.** (i) Authorizing the Debtors to assume, assign and sell the
14 executory contracts and unexpired leases described on Schedule 2.3(e)(3).e to the
15 APA (other than those that were assumed under the Critical Contracts Order and
16 addressed in the prior paragraph), upon the payment of the cure amounts set forth on
17 such Schedule; (ii) finding that the Purchaser has provided adequate assurance of
18 future performance under such contracts and leases; (iii) finding that the monetary
19 defaults set forth on Schedule 2.3(e)(3) to the APA are the only defaults existing
20 under such contracts and leases, and (iv) barring any party from asserting as against
21 the Debtors, the Purchaser, and their respective affiliates, agents, insiders, and
22 assigns, any default or unpaid obligation allegedly arising or occurring before the date
23 of assumption, assignment, and sale of such contracts and leases other than those set
24 forth on Schedule 2.3(e)(3) to the APA.

25 5. **Additional Related Relief.** (i) Waiving the automatic 10-day stay
26 otherwise applicable to the Sale Order pursuant to Federal Rules of Bankruptcy
27 Procedure 6004(g) and 6006(d); and (ii) finding (a) that notice of the hearing on this
28 Motion and the relief requested herein was appropriate under the particular

1 circumstances presented and made in accordance with the Bankruptcy Code and other
2 applicable law and rules of procedure, (b) that the Debtors have the legal right and
3 capacity to convey all of the right, title and interest of the Debtors in and to the
4 Purchased Assets, (c) that the transactions contemplated and effected by the APA and
5 the Order granting this Motion are exempt from the imposition of a transfer or stamp
6 tax pursuant to Bankruptcy Code section 1146(c), and (d) that the Purchaser is a good
7 faith purchaser entitled to the protections afforded by Bankruptcy Code section
8 363(m).

9 6. **Final Approval Of Investment Banker Fees And Expenses.**

10 Allowing on a final basis: (i) a total of \$250,000 received and expected to be received
11 before closing on account of advisory fees, (2) allowance and payment of \$750,000
12 on account of its net contingent fee (or such larger amount as to which De Bellas may
13 become entitled pursuant to the compromise); (3) allowance of \$16,506.58 in actual
14 and necessary expenses that already have been paid by the Debtors, (4) allowance and
15 payment of an additional \$8,493.42 in actual and necessary expenses that De Bellas
16 expects to incur prior to closing, and (5) approving a compromise regarding De
17 Bellas' fees (as described in the Memorandum) which will necessitate the payment of
18 a \$100,000 advisory fee, which will be credited against the contingent fee reference
19 above upon payment of the contingent fee.

20 7. **Further Relief.** Granting such other and further relief as is just,
21 appropriate, and consistent with the foregoing.

22 The Court having considered the Motion, any responses thereto, and having found (i)
23 that notice of the hearing on the Motion and the particular relief requested therein was
24 appropriate under the particular circumstances presented and made in accordance with the
25 Bankruptcy Code and other applicable law and rules of procedures; (ii) the Debtors have the
26 legal right and capacity to convey all of the right, title and interest of the Debtors in and to
27 the Purchased Assets to the Purchaser pursuant to the APA and the Motion is just and
28 reasonable as to the Debtors; ; (iii) that the Debtors have exercised reasonable and sound

1 business judgment in determining to assign and sell the Critical Contracts and assume, assign
2 and sell the remaining executory contracts and unexpired leases designated for assumption,
3 assignment and sale pursuant to the APA; (iv) that the appointment of Carolyn Noonan to
4 serve as representative of the estates ("Estate Representative") on the terms set forth in the
5 APA and to exercise the rights and powers exercised by the Debtors' Board of Directors and
6 Chief Executive Officer before the closing is in the best interests of the estates; (v) the
7 DeBellas compensation arrangements set forth in the Motion are reasonable and appropriate
8 and no further approval is required with respect to such arrangements; and (vi) the purchaser
9 is a good faith purchaser entitled to the protections afforded by Bankruptcy Code section
10 363(m), and having made certain evidentiary rulings and stated certain other findings as
11 reflected on the record, and good cause appearing,

12 **NOW, THEREFORE, BASED UPON THE FOREGOING FINDINGS WHICH**
13 **CONSTITUTE PART OF THIS ORDER, IT IS HEREBY ORDERED THAT:**

- 14 1. The Motion is granted.
- 15 2. The APA is approved.
- 16 3. Pursuant to Bankruptcy Code sections 363 and 365, in accordance with the
17 APA and upon the closing of the transactions set forth therein, the Debtors shall sell the
18 Purchased Assets to the Purchaser free and clear of all claims, liens and encumbrances
19 (including those of taxing authorities and any claims arising under principles of successor
20 liability), other than the liabilities assumed by the Purchaser under the APA and the liens in
21 favor of The CIT Group/Business Credit, Inc. ("CIT") and Abelco Finance LLC, Abelco
22 Holding LLC and A2 Funding LP (the "Abelco Parties") securing the liability of the Debtors
23 under the prepetition credit facilities up to \$39.5 million (which the Purchaser intends to
24 refinance upon the closing of the sale transaction) (the liabilities and liens referenced in the
25 clause beginning with "other than the liabilities" are collectively referred to as the "Other
26 Liabilities"), with such claims, liens and encumbrances (other than as provided in the APA
27 and other than with respect to the Other Liabilities) to attach to the consideration to be
28 received by the Debtors in the same priority and subject to the same defenses and

1 avoidability, if any, as before the closing of the transactions contemplated under the APA.

2 4. The Debtors are authorized to assign and sell the Critical Contracts.

3 5. The Purchaser has provided adequate assurance of future performance under
4 the Critical Contracts.

5 6. The Debtors are authorized to assume, assign and sell the executory contracts
6 and unexpired leases described on Schedule 2.3(e)(3) to the APA (other than those that were
7 assumed under the Critical Contracts Order and addressed in the two preceding paragraphs),
8 and the Purchaser has provided adequate assurance of future performance under such
9 contracts and leases.

10 7. The monetary defaults set forth in Schedule 2.3(e)(3) to the APA, as revised,
11 are the only defaults under such contracts and leases, and all persons and entities are forever
12 barred from asserting as against the Debtors, the Purchaser, their respective affiliates, agents,
13 insiders, and assigns, any default or unpaid obligation allegedly arising or occurring before
14 the date of assumption, assignment and sale of such contracts and leases other than those set
15 forth on Schedule 2.3(e)(3) to the APA, which shall be satisfied by the Purchaser in
16 accordance with the APA; provided however that (i) Schedule 2.3(e)(3) shall be deemed
17 modified hereto to reflect the contracts and leases described on Exhibit A hereto with the
18 cure amounts set forth on Exhibit A in lieu of any prior listing with respect to such contracts
19 and leases on Schedule 2.3(e)(3); and (ii) that the Court's finding with respect to the
20 contracts and leases listed on Exhibit hereto A is without prejudice to the rights of the parties
21 thereunder to assert amounts that are lawfully due thereunder (or may become due prior to
22 the closing of the APA) but that are not in default as of the entry of this Order.

23 8. The Purchaser is a good faith purchaser entitled to the protections afforded by
24 Bankruptcy Code section 363(m).

25 9. The Debtors' request for a determination, under Bankruptcy Code section
26 1146(c), that the issuance, transfer, or exchange of a security, or the making or delivery of
27 any instrument of transfer, may not be taxed under any law imposing a stamp tax or similar
28 tax in connection with the transactions contemplated under the APA, is denied without

1 prejudice.

2 10. The Debtors are authorized to implement the APA.

3 11. The compensation and reimbursement of expenses for Debellas set forth in the
4 Motion are approved, and payment of the outstanding agreed upon amount shall be made at
5 closing.

6 12. The Court shall retain jurisdiction over disputes pertaining to this order or the
7 APA.

8 13. Carolyn Noonan is appointed Estate Representative for the estates upon the
9 closing of the transactions contemplated under the APA. As Estate Representative, Ms.
10 Noonan is vested with all the rights, powers and duties of the debtors in possession and with
11 full authority to act and bind the Debtors to any action as debtors in possession. Upon Ms.
12 Noonan's appointment, (a) the current members of the Boards of Directors shall resign and
13 shall be replaced by the Estate Representative as the sole authority for the Debtors, (b) the
14 current officers shall resign, (c) to the extent she deems appropriate, the Estate
15 Representative shall have the full corporate authority to issue resolutions of the Board of
16 Directors and to exercise full corporate authority on behalf of the corporations, (d) the
17 Debtors shall continue in good standing, and (e) all relevant officers and directors liability
18 insurance and indemnifications shall remain in effect and shall inure to Ms. Noonan's
19 benefit.

20 14. Any objection not previously withdrawn is overruled.

Sheri Bluebond

21
22 DATED: January 8, 2002

UNITED STATES BANKRUPTCY JUDGE

23
24 Presented by:

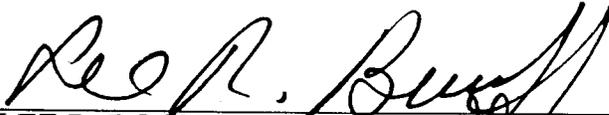
25
26 
27 LEE R. BOGDANOFF, a Member of
28 KLEE, TUCHIN, BOGDANOFF & STERN LLP
Reorganization Counsel for Debtors
and Debtors in Possession

EXHIBIT A

<u>Name/number per schedule</u>	<u>name per AP</u>	<u>type</u>	<u>Correct Cure Amt</u>
Fleet/GATX 1720-1	FLBUSCR	operating-comp equip	10,622
Fleet/GATX 1720-2	FLBUSCR	operating-comp equip	5,420
Fleet/GATX 1720-3	FLBUSCR	operating-comp equip	3,182
Fleet/GATX 1720-4	FLBUSCR	operating-comp equip	2,108
Fleet/GATX 1720-8	FLBUSCR	capital	106,706
			<u>128,038</u>
Fleet/GATX 1720-12	SUNFINA	operating-comp equip	3,613
Fleet/GATX 1720-13	SUNFINA	operating-comp equip	10,356
Fleet/GATX 1720-14	SUNFINA	operating-comp equip	1,509
Fleet/GATX 1720-5	SUNFINA	operating-comp equip	9,724
Fleet/GATX 1720-6	SUNFINA	operating-comp equip	408
Fleet/GATX 1720-7	SUNFINA	operating-comp equip	6,064
			<u>31,674</u>
Micron Leasing 1624884	MICRLEA	capital-comp, laptops	-
Micron Leasing 315374	MICRLEA	capital-comp, laptops	2,408.91
Micron Leasing 318640	MICRLEA	capital-comp, laptops	783.27
Micron Leasing 320298	MICRLEA	capital-comp, laptops	299.37
Micron Leasing 321724	MICRLEA	capital-comp, laptops	305.25
Micron Leasing 322409	MICRLEA	capital-comp, laptops	221.64
Micron Leasing 322410	MICRLEA	capital-comp, laptops	142.16
Micron Leasing 322411	MICRLEA	capital-comp, laptops	287.16
Micron Leasing 322677	MICRLEA	capital-comp, laptops	285.04
Micron Leasing 323472	MICRLEA	capital-comp, laptops	175.95
			<u>4,908.75</u>
IW Management, Joliet/Cresthill, Illinois Lease		real estate lease	<u>7,099.00</u>
			<u>171,719.75</u>

GRAND TOTALS

NOTE TO USERS OF THIS FORM:

*Physically attach form as the last page of the proposed Order or Judgment.
Do not file this form as a separate document.*

In re: SYNADYNE III, INC., a Florida corporation, a/k/a/ Staffing for Industry, Outsource, Tandem, Tandem Staffing, et al., <p style="text-align: right;">Debtor.</p>	CASE NUMBER: LA 01-28160-BB (Jointly Administered under Case No. LA 01-28201-BB; Case No. LA 01-28197-BB; Case No. LA 01-28185-BB; Case No. LA 01-28191-BB; Case No. LA 01-28173-BB; Case No. LA 01-28179-BB CHAPTER 11
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**NOTICE OF ENTRY OF JUDGMENT OR ORDER
AND CERTIFICATE OF MAILING**

TO:

SEE ATTACHED LIST

1. You are hereby notified, pursuant to Local Bankruptcy Rule 9021-1(1)(a)(v), that a judgment or order entitled (specify):

ORDER (1) APPROVING NEGOTIATED ASSET PURCHASE AGREEMENT BETWEEN DEBTORS AND CERBERUS OUTSOURCE SPV LLC, (2) APPROVING SALE FREE AND CLEAR OF LIENS, CLAIMS AND ENCUMBRANCES OF SUBSTANTIALLY ALL ASSETS OF DEBTORS PURSUANT TO AGREEMENT, (3) APPROVING THE ASSIGNMENT AND SALE OF PREVIOUSLY ASSUMED FRANCHISE AGREEMENTS AND REAL PROPERTY LEASES, (4) APPROVING THE ASSUMPTION, ASSIGNMENT, AND SALE OF CERTAIN OTHER EXECUTORY CONTRACTS AND UNEXPIRED LEASES PURSUANT TO AGREEMENT, AND DETERMINING THE AMOUNTS NECESSARY TO CURE SUCH CONTRACTS AND LEASES, AND (5) APPROVING FEES AND REIMBURSEMENT OF EXPENSES FOR THE DEBTORS' INVESTMENT BANKER, DE BELLAS & CO.

was entered on (specify date): **JAN 8 2002**

2. I hereby certify that I mailed a copy of this notice and a true copy of the order or judgment to the persons and entities on the attached service list on (specify date):

JAN 8 2002

Dated: **JAN 8 2002**

JON D. CERETTO
Clerk of the Bankruptcy Court

Yamira D. Rodriguez

By: _____
Deputy Clerk

Rev. 6/95 This form is optional. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

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