

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
F.W. Services, Inc d/b/a Pacesetter Personnel Service		09/24/2007	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Kenneth Joekel		
Street Address:	P.O. Box 2146		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77252		
Entity Type:	INDIVIDUAL:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77200362	PACESETTER PPS	
CORRESPONDENCE DATA			
Fax Number:	(713)579-3002		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	713-579-3001		
Email:	patents@iplaw-tx.com		
Correspondent Name:	Kenneth A. Keeling		
Address Line 1:	3310 Katy Freeway		
Address Line 4:	Houston, TEXAS 77007		
ATTORNEY DOCKET NUMBER:	1671.002		
NAME OF SUBMITTER:	Melissa M. Martinez		
Signature:	/Melissa M. Martinez/		
Date:	09/25/2007		

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Total Attachments: 3

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "Assignment"), effective as of September 21, 2007, (the "Effective Date") is made by and between F.W. Services, Inc. d/b/a Pacesetter Personnel Service, a Texas corporation ("Assignor"), and Kenneth Joekel, an Individual (Assignee).

WITNESETH:

Whereas, Assignor has adopted and used trademarks, including without limitation "PACESETTER PPS," in connection with temporary help services under the mark "PACESETTER PPS" including without limitation pending U.S. Serial No. 77/200,362 filed on June 7, 2007 all of which are collectively referred to herein as the "Marks";

Whereas Assignor has copyright interests, whether or not registered, in the Marks, derivatives thereof and designs and indicia related to the Marks;

Whereas Assignor has rights, title and interest in various causes of action related to the Marks;

Whereas Assignor agrees to assign and Assignee agrees to acquire all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof;

Whereas, Assignor agrees to assign and Assignee agrees to acquire all of Assignor's right, title, and interest in and to all copyright rights, and the right to recover damages and profits for past, present and future infringement thereof;

Whereas Assignor agrees to assign and Assignee agrees to acquire all of Assignor's right, title and interest in and to any and all causes of action Assignor may have related to use of the Marks;

Now, therefore, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. As of the Effective Date, Assignor hereby assigns, transfers, and conveys unto Assignee the following:
 - a. all of Assignor's right, title, and interest in and to the Marks, both registered and common law and specifically including pending U.S. Serial No. 77/200,362 filed on June 7, 2007, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past, present and future infringement thereof; and

b. all of Assignor's right, title, and interest in and to all copyrights, and the right to recover damages and profits for past, present and future infringement thereof;

2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

3. In Witness whereof, each party has caused its duly authorized representative to execute this Assignment effective as of the date first above written.

ASSIGNOR:

F.W. Services, Inc. d/b/a Pacesetter Personnel Service

By: [Signature]

Printed Name: Ken Joekeel

Title: President

STATE OF TEXAS §

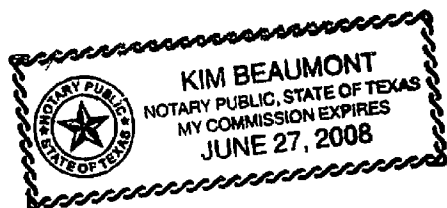
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COUNTY OF HARRIS §

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, personally appeared (printed name) KEN JOEKEL, who stated that he was the (title) PRESIDENT of F.W. Services, Inc. d/b/a Pacesetter Personnel Service, a Texas corporation, and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument of his own free will and for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this

24 day of September, 2007.

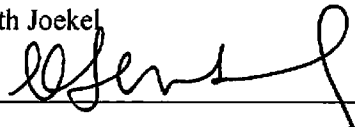


[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

ASSIGNEE:

Kenneth Joekel

By: _____

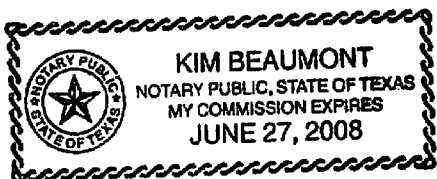


STATE OF TEXAS §
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COUNTY OF HARRIS §

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, personally appeared Kenneth Joekel and stated and acknowledged that he had so signed, executed and delivered said foregoing instrument of his own free will and for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this

24 day of September, 2007.



Kim Beaumont
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS