

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resolve Staffing, Inc.		02/11/2008	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Real Time Staffing, Inc.		
Street Address:	3820 State Street		
City:	Santa Barbara		
State/Country:	CALIFORNIA		
Postal Code:	93105		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2863286	RESOLVESTAFFING	
Registration Number:	2872213	RESOLVE STAFFING	
CORRESPONDENCE DATA			
Fax Number:	(212)735-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2127353000		
Email:	Elisha.Sakur@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher and Flom		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: John Ubani		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	082680/6		
NAME OF SUBMITTER:	/John Ubani/		
Signature:	/John Ubani/		

CH \$65.00 2863286

Date:

02/20/2008

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of February 11, 2008 (the "Effective Date"), is made by and between Resolve Staffing, Inc., a Nevada corporation with its principal place of business at 3235 Omni Drive, Cincinnati, Ohio ("Assignor") and Real Time Staffing, Inc., a California corporation with its principal place of business at 3820 State Street, Santa Barbara, California ("Assignee").

WHEREAS, Assignor owns each trademark, identified on the Schedule, and all goodwill associated therewith and symbolized thereby (collectively, the "Trademarks");

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, the Trademarks.

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

1. Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Trademarks together with all goodwill symbolized by and associated with the business conducted under the Trademarks, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.
2. Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and at Assignee's sole cost and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required and within Assignor's control). Such assistance shall include without limitation assistance relating to the following: (a) the preparation and prosecution of any application for registration of the Trademarks; (b) the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Trademarks, including, without limitation, testifying as to any facts relating to the Trademarks assigned herein and this Assignment; and (c) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Trademarks.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to Ohio's choice of law provisions). The parties agree that the state and federal courts in Hamilton County, Ohio and any appellate courts shall have non-exclusive jurisdiction over all matters arising out of this Assignment. ASSIGNOR AND ASSIGNEE HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
4. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

RESOLVE STAFFING, INC.

By:

Name:

Title:

REAL TIME STAFFING, INC.

By: 

Name: Paul J. Sorensen

Title: President

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

RESOLVE STAFFING, INC.

REAL TIME STAFFING, INC.

By: Thomas J. Lawry

By: _____

Name: Thomas J. Lawry

Name: Paul J. Sorensen

Title: TREASURER

Title: President

SCHEDULE

Trademarks

Jurisdiction	Mark	Reg. No. App'l No.	Reg. Date App'l Date	Record Owner	Status
U.S.	RESOLVE STAFFING	2863286	07/13/2004	Resolve Staffing, Inc.	Registered
U.S.	RESOLVE STAFFING	2872213	08/10/2004	Resolve Staffing, Inc.	Registered