

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
Career Blazers Personnel Services, Inc.		02/28/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Friendly Advanced Software Technology, Inc.		
Street Address:	10375 Park Meadows Dr		
Internal Address:	Suite 375		
City:	Littleton		
State/Country:	COLORADO		
Postal Code:	80124		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1087452	CAREER BLAZERS	
Registration Number:	1810189	CAREER BLAZERS	
Registration Number:	1984631		
Registration Number:	1531181	EXCELLENCE AT WORK	
CORRESPONDENCE DATA			
Fax Number:	(303)223-0948		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303.223.1148		
Email:	cparent@bhfs.com		
Correspondent Name:	Christopher M. Parent		
Address Line 1:	410 17th Street		
Address Line 2:	Suite 2200		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	7378.21 03/10/08		

OP \$115.00 1087452

NAME OF SUBMITTER:	Christopher M. Parent
Signature:	/christophermparent/
Date:	03/10/2008
Total Attachments: 6 source=CBAssign#page1.tif source=CBAssign#page2.tif source=CBAssign#page3.tif source=CBAssign#page4.tif source=CBAssign#page5.tif source=CBAssign#page6.tif	

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (this "Assignment") is made and entered into as of February 28, 2007 by and between Friendly Advanced Software Technology, Inc. ("Buyer"), a New York corporation and assign of Global Employment Holdings, Inc. ("Holdings"), Career Blazers Personnel Services, Inc., a New York corporation ("CBPS"), Career Blazers Contingency Professionals, Inc., a New York corporation ("CBCP"), Career Blazers Personnel Services of Washington, D.C., Inc., a District of Columbia corporation ("CBDC"), and CapeSuccess LLC, a Delaware limited liability company ("CapeSuccess," and together with CBPS, CBCP and CBDC, the "Sellers"). Buyer and Sellers are sometimes referred to herein as the "Parties."

Recitals

WHEREAS, Holdings and the Sellers entered into an Asset Purchase Agreement (the "APA"), dated as of December 29, 2006, as amended by the Amendment to Asset Purchase Agreement, dated as of February 28, 2007;

WHEREAS, Holdings assigned its interest in the APA to FAST pursuant to an Assignment and Assumption Agreement, dated as of February 28, 2007;

WHEREAS, the APA provides that Sellers will sell, convey and assign to Buyer the Transferred Assets, which include the trademarks, service marks and applications therefor set forth in Schedule A hereto (the "Trademarks");

WHEREAS, Sellers desire to deliver to Buyer such instruments of assignment as are necessary or appropriate to sell, transfer and assign all right, title and interest in and to the Trademarks; and

NOW, THEREFORE, in consideration of the premises, the terms and provisions set forth herein, the mutual benefits to be gained by the performance thereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the APA.
2. Assignment. At the Closing, Sellers hereby sell, transfer, assign and convey the Trademarks to Buyer in accordance with and subject to the terms of the APA.
3. Further Assurances; Certain Actions. Sellers hereby agree that they and their respective successors shall, whenever and as often as reasonably requested to do so by Buyer or its successors or assigns, (i) execute, deliver or acknowledge, or cause to be executed, delivered or acknowledged, any and all such further bills of sale, deeds, general conveyances, endorsements, assignments, confirmations and other good and sufficient instruments of sale, transfer, assignment and conveyance and any and all such powers of attorney, approvals,

consents and other instruments of further assurance as the Buyer or its successors or assigns shall reasonably request in order to complete, ensure and perfect the sale, transfer, assignment and conveyance of any Transferred Assets hereby sold, transferred, assigned and conveyed or intended so to be and (ii) take, or cause to be taken, any and all such reasonable actions and do, or cause to be done, any and all such things as the Buyer and its successors or assigns shall request in order to put Buyer and its successors or assigns in actual possession and operating control of any and all Transferred Assets hereby sold, transferred, assigned and conveyed or intended so to be.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of Buyer and Sellers.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to any conflict of laws principles that would require the application of the laws of any other jurisdiction (except to the extent that mandatory conflict of laws principles require the application of the laws of another jurisdiction wherein any assets hereby sold, transferred, assigned and conveyed or intended so to be are located to determine the validity or effect of the sale, transfer, assignment and conveyance thereof).

6. Severability. In the event that any provision contained herein shall be held to be invalid, illegal or unenforceable for any reason, the invalidity, illegality or unenforceability thereof shall not affect any other provision hereof.

7. Counterparts; Facsimile Signatures. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

8. Waiver of Jury Trial. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, THE OTHER DOCUMENTS CONTEMPLATED HEREIN, THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, OR ANY COUNTERCLAIM THEREIN.

9. Submission to Jurisdiction. ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT, THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY COUNTERCLAIM HEREIN, MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES OF AMERICA SITTING IN THE COUNTY OF NEW YORK IN THE STATE OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS ASSIGNMENT, EACH PARTY HERETO ACCEPTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF THE AFORESAID COURTS WITH RESPECT TO SUCH ACTION OR PROCEEDING. EACH PARTY TO THIS ASSIGNMENT HEREBY IRREVOCABLY WAIVES, IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING, ANY

OBJECTION, INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

BUYER:

FRIENDLY ADVANCED SOFTWARE
TECHNOLOGY, INC.

By: Howard Brill
Name: Howard Brill
Title: Executive Vice President

SELLERS:

CAREER BLAZERS PERSONNEL SERVICES,
INC.

By: _____
Name:
Title:

CAREER BLAZERS CONTINGENCY
PROFESSIONALS, INC.

By: _____
Name:
Title:

CAREER BLAZERS PERSONNEL SERVICES
OF WASHINGTON, D.C., INC.

By: _____
Name:
Title:

CAPEUCCESS LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

BUYER:

FRIENDLY ADVANCED SOFTWARE
TECHNOLOGY, INC.

By: _____
Name: Howard Brill
Title: Executive Vice President

SELLERS:

CAREER BLAZERS PERSONNEL SERVICES,
INC.

By: _____
Name: *Michael Roth*
Title: *Treasurer*

CAREER BLAZERS CONTINGENCY
PROFESSIONALS, INC.

By: _____
Name: *Michael Roth*
Title: *Treasurer*

CAREER BLAZERS PERSONNEL SERVICES
OF WASHINGTON, D.C., INC.

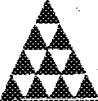
By: _____
Name: *Michael Roth*
Title: *Treasurer*

CAPEUCCESS LLC


By: _____
Name: *Michael Roth*
Title: *Treasurer*

EXHIBIT A
TRADEMARKS

1. U.S. Trademarks, Service Marks and applications therefor of Career Blazers Personnel Services, Inc.:

Mark	Registration (Application) Number	Registration (Application) Date	Status
CAREER BLAZERS	1,087,452	March 14, 1978	Registered
CAREER BLAZERS	1,810,189	December 7, 1993	Registered
	1,984,631	July 2, 1996	Registered
EXCELLENCE AT WORK	1,531,181	October 20, 1994	Registered

2. Foreign Trademarks, Service Marks and applications therefor of Career Blazers Personnel Services, Inc.:

Mark	Registration (Application) Number	Registration (Application) Date	Status
CAREER BLAZERS	TMA0335860 (Canada)	December 31, 1987	Registered
CB (and Design) 	TMA0335706 (Canada)	December 24, 1987	Registered
CAREER BLAZERS	TMA0486222 (Canada)	November 25, 1997	Registered
CAREER BLAZERS	UK001575675 (United Kingdom)	June 16, 1994	Registered
THE TRAIN STATION	UK001575680 (United Kingdom)	June 16, 1994	Registered