

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
Professional Circle Staffing, Inc.		08/14/2008	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Creative Circle, LLC		
Street Address:	5750 Wilshire Blvd.		
Internal Address:	Suite 610		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90036		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76579944	CREATIVE CIRCLE	
CORRESPONDENCE DATA			
Fax Number:	(714)513-5130		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714.513.5100		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Aytan Dahukey		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Fourth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	16PM-133582		
NAME OF SUBMITTER:	Terry Contreras		
Signature:	/tc/		

CH \$40.00 76579944

Date:

08/15/2008

Total Attachments: 4

source=creative circle assignment#page1.tif

source=creative circle assignment#page2.tif

source=creative circle assignment#page3.tif

source=creative circle assignment#page4.tif

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made effective as of August 14, 2008, by and between Professional Circle Staffing, Inc., a California corporation ("Assignor"), and Creative Circle, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Restructuring Agreement (the "Restructuring Agreement") dated as of August 14, 2008, by and among Assignor, Creative Circle Chicago, LLC, a California limited liability company ("CCC"), Creative Circle New York, a California limited liability company ("CCNY"), Creative Circle Seattle, a limited liability company organized under the laws of the State of Washington ("CCS" and together with CCC and CCNY, the "LLCs"), Professional Circle Holdings, LLC, a Delaware limited liability company ("Holdings"), Assignee, Lawrence Serf, an individual, Michael Delance, an individual, Dennis Masel, an individual and The Dennis Masel Living Trust U/A/D 5/5/08 (collectively, the "Interest Holders") pursuant to which, among other things, all of the Contributed Assets (as defined therein) and the Assumed Liabilities (as defined therein) of Assignee were contributed to and assumed by Assignor in exchange for 100% of the Common Units of Assignee;

WHEREAS, in connection with the Restructuring Agreement, Assignee is the successor to all of Assignor's Contributed Assets, including without limitation the trademarks set forth on **Exhibit A** attached hereto (such trademarks are collectively referred to herein as the "Marks"), along with the goodwill of Assignor's business symbolized thereby, and the portion of Assignor's business to which the Marks pertain; and

WHEREAS, the parties wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Marks to Assignee;

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

1. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of Assignor's existing and ongoing business symbolized by or associated with the Marks, and any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements.

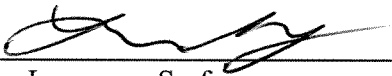
2. Assignor and its successors and assigns shall execute and deliver to Assignee any further documents or instruments and shall take any reasonable actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

"ASSIGNOR:"

**PROFESSIONAL CIRCLE STAFFING,
INC.,** a California corporation

By:


Name: Lawrence Serf
Title: President

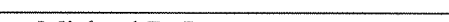
"ASSIGNEE:"

CREATIVE CIRCLE, LLC
a Delaware limited liability company

By: Professional Circle Holdings, LLC,
a Delaware limited liability company,
its sole member

By: Professional Circle Staffing, Inc.,
a California corporation,
its sole member

By:


Name: Michael DeLance
Title: Secretary

[Signature Page to Trademark Assignment and Assumption Agreement]

**TRADEMARK
REEL: 003836 FRAME: 0298**

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as of the day and year first above written.

"ASSIGNOR:"

**PROFESSIONAL CIRCLE STAFFING,
INC.,** a California corporation


By: _____
Name: Lawrence Serf
Title: President

"ASSIGNEE:"

CREATIVE CIRCLE, LLC
a Delaware limited liability company

By: Professional Circle Holdings, LLC,
a Delaware limited liability company,
its sole member

By: Professional Circle Staffing, Inc.,
a California corporation,
its sole member

By: 
Name: Michael DeLance
Title: Secretary

[Signature Page to Trademark Assignment and Assumption Agreement]

**TRADEMARK
REEL: 003836 FRAME: 0299**

EXHIBIT A

Mark	Class	Serial No.	Registration No.
CREATIVE CIRCLE	35	76/579,944	2,941,387

Exhibit A