

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
Diversity MSP, Inc.		02/08/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Beeline Acquisition Corp.		
Street Address:	1 Independent Dr.		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32202		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3448847	ECG	
CORRESPONDENCE DATA			
Fax Number:	(904)396-0663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	904-346-5518		
Email:	tsaitta@rtlaw.com		
Correspondent Name:	Thomas C. Saitta / Rogers Towers, P.A.		
Address Line 1:	1301 Riverplace Blvd.		
Address Line 2:	Suite 1500		
Address Line 4:	Jacksonville, FLORIDA 32207		
ATTORNEY DOCKET NUMBER:	M1013-29479		
NAME OF SUBMITTER:	Thomas C. Saitta		
Signature:	/thomas c. saitta/		
Date:	09/15/2008		

CH 3448847 \$40.00

Total Attachments: 5

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**GENERAL ASSIGNMENT
AND BILL OF SALE**

THIS GENERAL ASSIGNMENT AND BILL OF SALE (this "Bill of Sale") is made, executed and delivered as of the 8th day of February, 2008, by Howard M. Ehrenberg (the "Trustee"), acting in his capacity as the duly appointed chapter 7 trustee for Axium International, Inc. and related entities, including Diversity MSP, Inc., Diversity Internal, Inc., Ensemble Chimes Servicing, Inc. and Ensemble Chimes Global Puerto Rico Ltd. (collectively, the "Debtors"), in their cases pending under chapter 7 of title 11 of the United States Code in the United States Bankruptcy Court for the Central District of California, Los Angeles Division (the "Bankruptcy Court") under the jointly administered case number 2:08-bk-10277. The Trustee acting in such capacity on behalf of the Debtors' estates is hereinafter referred to as "Seller."

This Bill of Sale is made, executed and delivered pursuant to that certain Asset Purchase Agreement dated as of January 29, 2008 (the "Purchase Agreement"), by and between Seller and MPS Group, Inc., a Florida corporation ("MPS"), which Purchase Agreement has been approved by an order of the Bankruptcy Court dated January 31, 2008 (the "Sale Order"). On February 7, 2008, pursuant to Section 9.5 of the Purchase Agreement and the terms of the Sale Order, MPS and Beeline Acquisition Corp., a Florida corporation (hereinafter referred to as "Purchaser"), entered into an Assignment and Assumption Agreement by which Purchaser was assigned and accepted and assumed all of MPS's rights and obligations under the Purchase Agreement. Capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Purchase Agreement.

KNOW ALL MEN BY THESE PRESENTS that Seller, for the consideration described in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, but without limiting Purchaser's rights or Seller's obligations under the Purchase Agreement, does hereby sell, convey, transfer, assign and deliver unto Purchaser, its successors and assigns forever — free and clear of all liens, claims, encumbrances and other interests whatsoever, as set forth in the Sale Order — all of Seller's and the Debtors' rights, title, claims and incidents of interest in and to all of the Assets, as set forth in the Purchase Agreement and the Sale Order, including:

- (a) all tangible personal property (such as equipment, supplies and machinery);
- (b) all Intellectual Property, goodwill associated therewith and rights thereunder, remedies against infringement thereof and rights to protection of interests therein under the laws of all jurisdictions;
- (c) all corporate documents, including books and records, employee files and customer and supplier records;
- (d) any and all noncompetition and confidentiality agreements with former employees or shareholders of the Debtors;

(e) all other assets discovered in the course of Purchaser's due diligence that may become necessary to effectuate the use of the Assets by Purchaser from and after the Closing, as have been identified by the Purchaser at or prior to the Closing, including, without limitation, any third party licenses necessary for use of any of the foregoing, and the Right of First Refusal (as defined in the Purchase Agreement); and

(f) all rights to retrieve, own and repossess, free and clear of Liens, any pre-petition tangible property of the Seller relating to the Debtors that was improperly or unlawfully removed from the premises or possession of the Debtors or Seller.

Without limiting the foregoing, the Assets conveyed hereunder include, but are not limited to, those assets specifically identified on Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD, all and singular, such Assets unto Purchaser, its successors and assigns, to and for its and their own use and benefit forever.

Seller shall execute and deliver such further instruments of conveyance, transfer and assignment and take such other actions as may be reasonably requested by Purchaser to more effectively convey and transfer the Assets conveyed hereby to, and vest and confirm title to such Assets in, Purchaser.

Nothing in this Bill of Sale shall be construed to be a modification or limitation of any provision of the Purchase Agreement, including the representations and warranties set forth therein, or the Sale Order, all of which shall survive the execution and delivery of this Bill of Sale.

This Bill of Sale shall in all respects be governed by and construed in accordance with the laws of the State of California.

This Bill of Sale and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the day and year first written above.

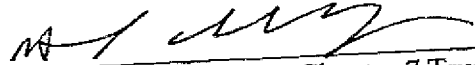
By: 
Howard M. Ehrenberg, as Chapter 7 Trustee
for Axium International, Inc. and related
entities.

Exhibit A

*

[Schedule of Specific Assets]

078403

Intellectual Property

Domain Names

www.teamecg.com
www.chimesnet.com
www.myensemble.com
www.workplace.com
www.workplace.net
www.axiumworkplace.com
www.axiumyoursource.com
www.ecgyoursource.com
www.ensemblensp.com
www.ensemblewfs.com
www.mystaffingmarket.com
www.vantagestaff.com
www.vantagestaff.net
www.vantagestaff.org
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www.vantagestaffingnetwork.org

Trademarks

MYENSEMBLE

IC 035. US 100 101 102. G & S: Personnel placement and recruitment, personnel management, and personnel management consultation, namely, recruiting managing and tracking contractors, vendors, and temporary and permanent employees. Serial No: 77304529

APPLICANT Diversity MSP, Inc. DBA Ensemble Chimes Global CORPORATION DELAWARE 5800 Wilshire Boulevard Los Angeles CALIFORNIA 90036

ENSEMBLE CHIMES GLOBAL

Goods and Services IC 035. US 100 101 102. G & S: Personnel placement and recruitment, personnel management, and personnel management consultation, namely, recruiting managing and tracking contractors, vendors, and temporary and permanent employees.

Serial Number 77304428

Owner (APPLICANT) Diversity MSP, Inc. DBA Ensemble Chimes Global CORPORATION DELAWARE 5800 Wilshire Boulevard Los Angeles CALIFORNIA 90036

CHIMES

Goods and Services IC 042. US 100 101. G & S: application service provider services, namely hosting and delivering software applications in the fields of operating resource management and procurement, namely web-enabled computer software for use in the management, organization, retrieval, analysis and reporting of enterprise data, and for supply chain management to manage the complete life cycle for acquiring and managing human resources including past and present employees and contractors, and to track and provide metrics of human resource performance.

Serial Number 76128638

Registration Number 2577638
Registration Date June 11, 2002
Owner (REGISTRANT) Computer Horizons Corp. CORPORATION NEW YORK 49 Old Bloomfield Avenue
Mountain Lakes NEW JERSEY 07046
(LAST LISTED OWNER) CHIMES, LLC LLC DELAWARE 49 OLD BLOOMFIELD AVENUE
MOUNTAIN LAKES NEW JERSEY 07046

StaffSheets.com®:

Typed Drawing; Registration Number 2556726; filed August 20, 1999

StaffSheets.com®:

Design, plus words, letters and/or numbers; Registration Number 2556725; filed August 20, 1999

CHIMES 2001
CHIMES 2002
CHIMES EUROPE
CHIMESOFT
CHIMESTART
CHIMESHARE
CHIMESOURCE
CHIMES GWIN
CENTRALIZE ASSET MANAGEMENT
CAM
CVM
CHIMES & DESIGN
2 CHIMES LOGOS

ECG



myE

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Workplace Onsite™,

Workplace Staffing™,

Workplace Sales™,

Workplace *Software for People Commerce*™, and

ROI LAB™

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Chimes 5.7

Chimes 5.9

Chimes 5.10

Chimes 5.1.9