

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2008

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Accountants International, LP	FORMERLY Accountants Inc. Services	12/29/2008	LIMITED PARTNERSHIP: CALIFORNIA

RECEIVING PARTY DATA

Name:	Randstad Professionals US, LP
Composed Of:	COMPOSED OF Randstad Professionals General Partner, LLC
Street Address:	60 Harvard Mill Square
City:	Wakefield
State/Country:	MASSACHUSETTS
Postal Code:	01880
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2681137	A ACCOUNTANTS INC. FOCUSED ON FINANCIAL TALENT
Registration Number:	2885702	AI EXECUTIVE FOCUSED ON FINANCIAL TALENT
Serial Number:	77449984	AI
Registration Number:	2193766	CURRENT ASSETS

CORRESPONDENCE DATA

Fax Number: (215)659-3222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-659-3600
 Email: akatz@chernowkatz.com
 Correspondent Name: Andrew B. Katz
 Address Line 1: 721 Dresher Road, Suite 1100
 Address Line 4: Horsham, PENNSYLVANIA 19044

OP \$115.00 2681137

ATTORNEY DOCKET NUMBER:	ACCT. INC. MERGER
NAME OF SUBMITTER:	Andrew B. Katz
Signature:	/Andrew B. Katz/
Date:	03/30/2009

Total Attachments: 8

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State of California
Secretary of State



I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 6 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

DEC 31 2008

DEBRA BOWEN
Secretary of State

EFFECTIVE DATE

DEC 31 2008



State of California Secretary of State

OBE MERG

ENDORSED - FILED in the office of the Secretary of State of the State of California

DEC 29 2008

CERTIFICATE OF MERGER

(California Corporations Code sections

1113(g), 6019.1, 8019.1, 9640, 12540.1, 15678.4, 15911.14, 16915(b) and 17552)

IMPORTANT -- Read all instructions before completing this form.

This Space For Filing Use Only

Form with 18 numbered sections containing details of the merger between Randstad Professionals US, LP and Accountants International, LP. Includes sections for entity names, types, file numbers, jurisdictions, principal terms, equity securities, and signatures.

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER, dated December 29, 2008 (this "Agreement"), is by and among Accountants International, LP, a California limited partnership, Acsys, LP, a Georgia Limited Partnership, Placement Pros LP, a Delaware limited partnership, Delta Pharma, LP, an Illinois limited partnership, Delta Solutions, LP, an Illinois limited partnership, Accountants International Acquisition, LP, a Delaware limited partnership, Compliance LP, a Virginia limited partnership (each a "Merging Entity" and collectively, the "Merging Entities"), and Randstad Professionals US, LP, a Delaware limited partnership ("Randstad LP").

WHEREAS, the partners of the Merging Entities and the partners of Randstad LP each have determined that it is advisable and in the best interests of the Merging Entities and Randstad LP that the Merging Entities merge with and into Randstad LP on the terms and subject to the conditions herein provided (the "Merger"); and

WHEREAS, the partners of the Merging Entities and the partners of Randstad LP each have approved this Agreement and caused it to be executed by their respective representatives in accordance with applicable law.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Merger. Subject to and in accordance with the provisions of this Agreement, at the Effective Time (as defined in Section 2), the Merging Entities will be merged with and into Randstad LP, and the separate existence of each of the Merging Entities will thereupon cease in accordance with the applicable provisions of the California Uniform Limited Partnership Act of 2008, as amended, including without limitation Section 15911.11 thereof, the Georgia Revised Uniform Limited Partnership Act, as amended, including without limitation Section 14-9-206.1 thereof, the Illinois Uniform Limited Partnership Act, as amended, including without limitation Section 215/1109 thereof, the Virginia Revised Uniform Limited Partnership Act, as amended, including without limitation Section 50-73.48:4 (collectively, the "Limited Partnership Acts") and the Delaware Revised Uniform Limited Partnership Act, as amended (the "Delaware Act"), including without limitation Section 17-211 thereof.

2. Effective Time. As soon as practicable after satisfaction or waiver of all conditions to the Merger, the Merging Entities and Randstad LP shall cause certificates of merger complying with the requirements of the Limited Partnership Acts, as applicable, and the Delaware Act (the "Certificates of Merger") to be filed with the Secretary of State of each state that requires such a filing to be made. The Merger will become effective upon the later of (a) the filing of the Certificates of Merger with each Secretary of State of each state that requires such a filing to be made, including without limitation the Secretary of State of the State of Delaware or (b) at such later time as shall be specified in the Certificates of Merger (the "Effective Time").

3. Effect of Merger. The Merger will have the effects specified in the Limited Partnership Acts, the Delaware Act and this Agreement. Without limiting the generality of the

foregoing, Randstad LP will be the surviving partnership in the Merger (sometimes referred to hereinafter as the "Surviving Partnership") and will continue to be governed by the Delaware Act, and the separate limited partnership existence of Randstad LP and all of its rights, privileges, powers and franchises, public as well as private, and all of its debts, liabilities and duties as a limited partnership organized under the Delaware Act will continue unaffected by the Merger. At the Effective Time, and without further transfer, the Surviving Partnership will succeed to and possess all of the rights, privileges and powers of the Merging Entities, and all of the assets and property of whatever kind and character of the Merging Entities will vest in the Surviving Partnership without further act or deed; thereafter, the Surviving Partnership will be liable for all of the debts, liabilities and obligations of the Merging Entities, and any claim or judgment against the Merging Entities may be enforced against the Surviving Partnership, in accordance with the Limited Partnership Acts and the Delaware Act.

4. Termination of the Merging Entities. At the Effective Time, the separate limited partnership existence of each of the Merging Entities will terminate.

5. Conversion of Securities. At the Effective Time, each partnership interest of the Merging Entities will, by virtue of the Merger and without any action on the part of the holder thereof, be automatically cancelled and retired without consideration.

6. LP Agreement. At the Effective Time, the Limited Partnership Agreement of Randstad LP dated as of September 30, 2008 (the "LP Agreement"), as in effect immediately prior to the Effective Time, will be the Limited Partnership Agreement of the Surviving Partnership and will continue as in effect immediately prior to the Effective Time until thereafter amended in accordance with its terms and the Delaware Act.

7. Partners. The partners of Randstad LP immediately prior to the Effective Time will be the partners of the Surviving Partnership from and after the Effective Time and will remain as the partners of the Surviving Partnership until such partner's withdrawal or transfer of its partnership interest in accordance with the LP Agreement and the Delaware Act.

8. Further Assurances. If, at any time after the Effective Time, the Surviving Partnership considers or is advised that any further deeds, assignments or assurances in law or any other acts are necessary or desirable to (a) vest, perfect or confirm, of record or otherwise, in the Surviving Partnership its right, title or interest in, to or under any of the rights, properties or assets of the Merging Entities or (b) otherwise carry out the purposes of this Agreement, the Merging Entities and their partners shall be deemed to have granted to the general partner of the Surviving Partnership an irrevocable power of attorney to execute and deliver all such deeds, assignments or assurances in law and to do all acts necessary, desirable or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in the Surviving Partnership and otherwise to carry out the purposes of this Agreement.

9. Conditions of the Merger. The consummation of the Merger is subject to the condition that, prior to the Effective Time, each of the Merging Entities and Randstad LP shall have received any consents and approvals (including, but not limited to, consents and approvals from regulatory authorities) which are necessary or appropriate for the consummation of the Merger and all other transactions contemplated thereby.

10. Amendment; Waiver. The parties hereto, by mutual consent of the general partner of any Merging Entity and the general partner of Randstad LP, may amend, modify or supplement this Agreement to the fullest extent permitted by the Limited Partnership Acts or the Delaware Act at any time prior to the filing of any certificate or other document relating to the Merger in such manner as may be agreed upon by them in writing or may waive any condition set forth herein.

11. Deferral. Consummation of the transactions contemplated hereby may be deferred by the partners of a Merging Entity for a reasonable period of time if they determine that such deferral would be in the best interests of such Merging Entity and its partners. Consummation of the transactions contemplated hereby may be deferred by the partners of Randstad LP for a reasonable period of time if they determine that such deferral would be in the best interests of Randstad LP and its partners.

12. Abandonment. This Agreement may be terminated, and the Merger and the other transactions contemplated hereby abandoned, at any time by action of the partners of any Merging Entity if they determine for any reason that the consummation of the transactions provided for herein would for any reason be inadvisable or not in the best interests of such Merging Entity or its partners, or that any regulatory or other consents or approvals deemed necessary or advisable by such partners have not been obtained within a reasonable period of time. This Agreement may be terminated, and the Merger and the other transactions contemplated hereby abandoned, at any time before the merger is effective by action of the partners of Randstad LP if they determine for any reason that the consummation of the transactions provided for herein would for any reason be inadvisable or not in the best interests of Randstad LP or its partners, or that any regulatory or other consents or approvals deemed necessary or advisable by such partners have not been obtained within a reasonable period of time.

13. Miscellaneous.

(a) The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

(b) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

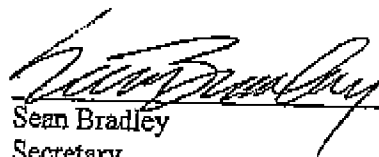
(c) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Merging Entities and Randstad LP have caused this Agreement to be executed by their respective representatives as of the date first written above.

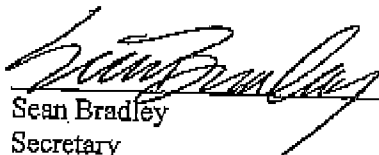
ACCOUNTANTS INTERNATIONAL, LP

By: Vedior General Partner US, LLC,
its General Partner

By: 
Name: Sean Bradley
Title: Secretary

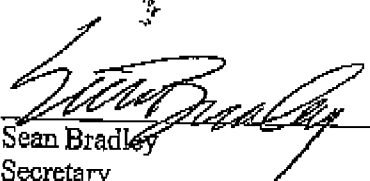
ACSYS, LP

By: Vedior General Partner US, LLC,
its General Partner

By: 
Name: Sean Bradley
Title: Secretary

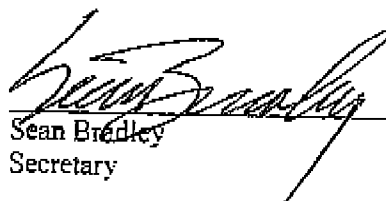
PLACEMENT PROS LP

By: Vedior General Partner US, LLC,
its General Partner

By: 
Name: Sean Bradley
Title: Secretary


DELTA PHARMA, LP

By: Vedior General Partner US, LLC,
its General Partner

By: 
Name: Sean Bradley
Title: Secretary


DELTA SOLUTIONS, LP

By: Vedior General Partner US, LLC,
its General Partner

By: 
Name: Sean Bradley
Title: Secretary

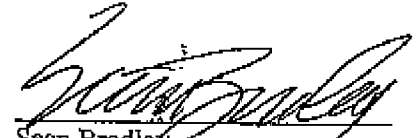
**ACCOUNTANTS INTERNATIONAL
ACQUISITION, LP**

By: Vedior General Partner US, LLC,
its General Partner

By: 
Name: Sean Bradley
Title: Secretary

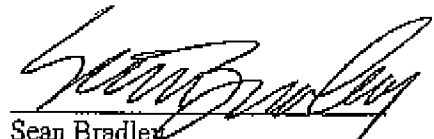
COMPLIANCE LP

By: Vedior General Partner US, LLC,
its General Partner

By: 
Name: Sean Bradley
Title: Secretary

RANDSTAD PROFESSIONALS US, LP

By: Vedior General Partner US, LLC,
its General Partner

By: 
Name: Sean Bradley
Title: Secretary

