

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Edstaff Holdings, L.L.C.		07/01/2009	LIMITED LIABILITY COMPANY: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	S4Teachers LLC		
<b>Street Address:</b>	800 North Kings Highway		
<b>Internal Address:</b>	Suite 405		
<b>City:</b>	Cherry Hill		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08034		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2976496	SOURCE 4 TEACHERS EDUCATIONAL STAFFING SOLUTIONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)832-5767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-569-5767		
<b>Email:</b>	perry@blankrome.com		
<b>Correspondent Name:</b>	David M. Perry		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	9th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	132752-00100		
<b>NAME OF SUBMITTER:</b>	David M. Perry		

CH \$40.00 2976496

Signature:	/David M. Perry/
Date:	08/06/2009
<b>Total Attachments: 10</b> source=S4Teachers TM Assignment#page1.tif source=S4Teachers TM Assignment#page2.tif source=S4Teachers TM Assignment#page3.tif source=S4Teachers TM Assignment#page4.tif source=S4Teachers TM Assignment#page5.tif source=S4Teachers TM Assignment#page6.tif source=S4Teachers TM Assignment#page7.tif source=S4Teachers TM Assignment#page8.tif source=S4Teachers TM Assignment#page9.tif source=S4Teachers TM Assignment#page10.tif	

**ASSIGNMENT OF TRADEMARK AND  
TRADEMARK REGISTRATIONS**

This agreement is made effective on the 1<sup>st</sup> day of July, 2009, by and among Edstaff Holdings, L.L.C., a New Jersey limited liability company, Edstaff – B0001, L.L.C., a New Jersey limited liability company, Teacher Placement, LLC, a New Jersey limited liability company (collectively, “Assignors”), and S4Teachers LLC, a Delaware limited liability company (“Assignee”).

WHEREAS, Assignors have adopted and have been using in commerce that certain registered trademark/servicemark, “Source 4 Teachers Educational Staffing Solutions” (with logo), U.S. Patent and Trademark Office Registration Number 2,976,496, a copy of the registration certificate in the Principal Register for which is attached hereto on Exhibit A (the “Trademark”); and

WHEREAS, Assignee is desirous of acquiring from Assignors all rights, title, and interest in and to the Trademark and the registration associated therewith, and the goodwill of the business associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Assignors do hereby assign, sell, and transfer to Assignee, its successors and assigns, all of their rights, title, and interest in and to the Trademark and the registration associated therewith and the full exclusive benefit thereof, together with the goodwill of the business symbolized by and associated with the Trademark.

In furtherance of the assignments set forth in this agreement, Assignors hereby irrevocably make, constitute, and appoint Assignee, and any successors and assigns thereof, as their true and lawful attorney-in-fact, with full power of substitution without notice to any Assignor, to act in their name, place and stead to execute and deliver any documentation or otherwise effect and benefit from the transfer, assignment and registration of the Trademark described in the registration certificate attached on Exhibit A hereto.

Assignors have executed and delivered this agreement, and the execution and delivery of this agreement have been approved and authorized by all necessary action by or on behalf of Assignors. Upon execution and delivery hereof, this assignment constitutes the legal, valid and binding agreement of Assignors, enforceable against each of them in accordance with its terms.

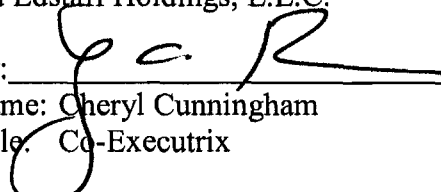
*[signatures appear on following page]*

IN WITNESS WHEREOF, Assignors and Assignee have caused this Agreement to be executed by its respective duly authorized officers as of the 15<sup>th</sup> day of July, 2009.

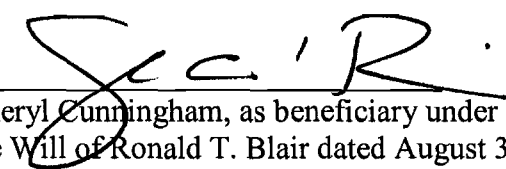
ASSIGNORS:


EDSTAFF – B0001, L.L.C. AND  
EDSTAFF HOLDINGS, L.L.C.

By: Estate of Ronald T. Blair, as successor  
to/legal representative of Ronald T. Blair, a  
decedent, individually and as the sole  
member/manager of each of Edstaff – B0001,  
L.L.C. and Edstaff Holdings, L.L.C.

By:   
Name: Cheryl Cunningham  
Title: Co-Executrix

By:   
Name: Kristin Blair  
Title: Co-Executrix

  
Cheryl Cunningham, as beneficiary under  
the Will of Ronald T. Blair dated August 3,  
2004, a decedent, individually, and on  
behalf of potential appointees under a  
general power of appointment granted to her  
pursuant to Paragraph B.2.a.(5) of  
ARTICLE THIRD of such Will

  
Kristin Blair, as beneficiary under the Will  
of Ronald T. Blair dated August 3, 2004, a  
decedent, individually, and on behalf of  
potential appointees under a general power  
of appointment granted pursuant to  
Paragraph B.2.a.(5) of ARTICLE THIRD of  
such Will

RONALD BLAIR GST EXEMPT TRUST  
FBO KRISTIN BLAIR  
and  
RONALD BLAIR NON-GST EXEMPT  
TRUST FBO KRISTIN BLAIR

By: K. Blair  
Name: Kristin Blair  
Title: Co-Trustee

By: Stacy Martin  
Name: Stacy Martin  
Title: Co-Trustee

RONALD BLAIR GST EXEMPT TRUST  
FBO CHERYL BLAIR  
and  
RONALD BLAIR NON-GST EXEMPT  
TRUST FBO CHERYL BLAIR

By: C. R. C.  
Name: Cheryl (Blair) Cunningham  
Title: Co-Trustee

By: Stacy Martin  
Name: Stacy Martin  
Title: Co-Trustee

TEACHER PLACEMENT, LLC

By: \_\_\_\_\_  
Kevin Bush  
President

RONALD BLAIR GST EXEMPT TRUST  
FBO KRISTIN BLAIR  
and  
RONALD BLAIR NON-GST EXEMPT  
TRUST FBO KRISTIN BLAIR

By: \_\_\_\_\_  
Name: Kristin Blair  
Title: Co-Trustee


By: \_\_\_\_\_  
Name: Stacy Martin  
Title: Co-Trustee

RONALD BLAIR GST EXEMPT TRUST  
FBO CHERYL BLAIR  
and  
RONALD BLAIR NON-GST EXEMPT  
TRUST FBO CHERYL BLAIR

By: \_\_\_\_\_  
Name: Cheryl (Blair) Cunningham  
Title: Co-Trustee

By: \_\_\_\_\_  
Name: Stacy Martin  
Title: Co-Trustee

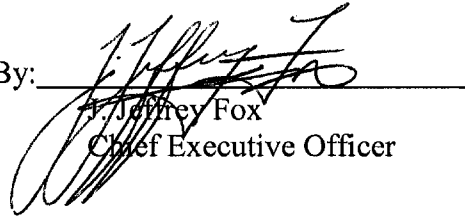
TEACHER PLACEMENT, LLC

By:  \_\_\_\_\_  
Kevin Bush  
President

ASSIGNEE:

S4TEACHERS LLC

By: \_\_\_\_\_

  
J. Jeffrey Fox  
Chief Executive Officer

Assignment of Trademark and trademark  
registrations

CBC

**ACKNOWLEDGMENT**

State of California

County of Contra Costa

On June 28<sup>th</sup>, 2009 before me, Beth A. Burns  
(insert name and title of the officer)

personally appeared Cheryl Blair Cunningham  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Beth A. Burns (Seal)





Assignment of Trademark and trademark  
Registrations

LB

**ACKNOWLEDGMENT**

State of California  
County of Contra Costa

On June 28<sup>th</sup>, 2009 before me, Beth A. Burns  
(insert name and title of the officer)

personally appeared Kristin Blair  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Beth A. Burns (Seal)



Assignment of Trademark and  
trademark registrations

SM

**ACKNOWLEDGMENT**

State of California  
County of Contra Costa

On June 28<sup>th</sup>, 2009 before me, Beth A. Burns  
(insert name and title of the officer)

personally appeared Stacy Martin  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Beth A. Burns (Seal)



TRADEMARK

REEL: 004038 FRAME: 0580

**EXHIBIT A**

**DESCRIPTION OF TRADEMARK**