

08-11-2009



Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

PARTMENT OF COMMERCE
Patent and Trademark Office

103570378

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

08/10/09

1. Name of conveying party(ies):

Spherion Atlantic Enterprises LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company- Delaware
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 05/29/2009

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Interim HealthCare Inc.

Internal

Address: Attn: Legal Dept.

Street Address: 1601 Sawgrass Corporate Parkway

City: Sunrise

State: Florida

Country: USA Zip: 33323

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Florida
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) AUG 10

see attachment

B. Trademark Registration No.(s)

see attachment

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

NA

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lloyd Strothman, Esq.

Internal Address: Legal Dept

Interim HealthCare Inc.

Street Address: 1601 Sawgrass Corporate Parkway

City: Sunrise

State: Florida Zip: 33323

Phone Number: 954-85-2834

Fax Number: 954-858-2840

Email Address: lloydstrothman@interimhealthcare.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$360.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information

Refund Ref: 08/11/2009 MJAMA1 0000168291

CHECK Refund Total: \$120.00

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Lloyd Strothman, Esq.

Name of Person Signing

08/11/2009 MJAMA1 000011 1763176

01 FC: 0521 number of pages including cover
02 FC: 0522 attachments, and document:

40.00
200.00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004042 FRAME: 0308

ATTACHMENT TO TRADEMARK RECORDATION FORM

MARK	REGISTRATION NO.	SERIAL NO.
INTERIM	1,763,176	74054496
INTERIM (Logo)	3,140,768	75235171
INTERIM ASSISTED CARE	1,957,444	74600030
INTERIM HEALTH CARE	1,910,368	74513562
INTERIM OCCUPATIONAL HEALTH	2,083,076	75024311
INTERIM PHYSICIANS	1,789,596	74273142
INTERIM TECHNOLOGY	2,875,841	75024288
INTERIM THERAPY	2,078,703	75051550

DOCUMENT SUMMARY- Chain of Control

- 1) Certificate of Merger which merges Spherion Pacific Enterprises LLC with Spherion Atlantic Enterprises LLC.

- 2) Deed of Assignment of Service Marks and Sale Agreement in which Spherion Atlantic Enterprises LLC assigned the marks referenced herein to Interim HealthCare Inc.

#1

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SPHERION PACIFIC ENTERPRISES LLC", A DELAWARE LIMITED LIABILITY COMPANY,

WITH AND INTO "SPHERION ATLANTIC ENTERPRISES LLC" UNDER THE NAME OF "SPHERION ATLANTIC ENTERPRISES LLC", A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2006, AT 1:09 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIRST DAY OF JANUARY, A.D. 2007, AT 12:01 O'CLOCK A.M.

3092348 8100M

061180654



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5312112

DATE: 12-27-06

TRADEMARK

REEL: 004042 FRAME: 0311

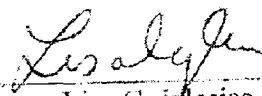
STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANIES

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Act, the undersigned limited liability company executed the following Certificate of Merger:

- FIRST:** The name of the surviving limited liability company is Spherion Atlantic Enterprises LLC, a Delaware limited liability company, and the name of the limited liability company being merged into this surviving limited liability company is Spherion Pacific Enterprises LLC, a Delaware limited liability company.
- SECOND:** The Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by both Spherion Pacific Enterprises LLC and Spherion Atlantic Enterprises LLC.
- THIRD:** The name of the surviving limited liability company is Spherion Atlantic Enterprises LLC.
- FOURTH:** The merger is to become effective on January 1, 2007, 12:01 a.m.
- FIVE:** The Agreement and Plan of Merger is on file at 2050 Spectrum Boulevard, Fort Lauderdale, FL 33309, the place of business of the surviving company.
- SIXTH:** A copy of the Agreement and Plan of Merger will be furnished by Spherion Atlantic Enterprises LLC, to any member of any domestic limited liability company or any person holding an interest in any other business entity which is to merge or consolidate.

IN WITNESS WHEREOF, Spherion Atlantic Enterprises LLC has caused this certificate to be signed by an authorized person, the 21st day of December, A.D., 2006.

SPHERION ATLANTIC ENTERPRISES LLC

By: 
Name: Lisa G. Iglesias
Title: Manager, Senior Vice President, General Counsel and Secretary

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DEED OF ASSIGNMENT OF SERVICE MARKS AND SALE AGREEMENT

WHEREAS, Spherion Corporation, a Delaware corporation located at 2050 Spectrum Boulevard, Fort Lauderdale, Florida 33309, USA and various subsidiaries and entities under its control, including but not limited to, Interim Services, Inc. and Spherion Atlantic Enterprises LLC (collectively "Assignor"), has used and is the owner of the name and mark INTERIM and the service mark registrations set out in Schedule A hereto and various state service mark registrations, corporate names, trade names, and state and common law service marks and/or trademarks that incorporate the term INTERIM, alone or in combination with other terms, for a wide variety of employment services and other related goods and/or services (collectively, the "Service Marks") as well as certain domain names that are the subject of a related Domain Name Transfer and Assignment of Rights;

WHEREAS, Interim Healthcare, Inc., a Florida corporation located at 1601 Sawgrass Corporate Parkway, Sunrise, Florida 33323 ("Assignee") wishes to acquire the Service Marks;

WHEREAS, Assignee has, for many years, been licensing the Service Marks pursuant to an Intellectual Property License Agreement dated September 26, 1997 between Interim Services Inc. and Interim Healthcare Inc. and Catamaran Acquisition Corp. (the "IP License Agreement") and the parties wish to terminate the IP License Agreement;

WHEREAS, Assignee has agreed to pay Assignor a total of \$350,000 for the Service Marks subject to the terms set forth herein and has also agreed to enter into a five-year covenant not to compete with Assignor in the commercial staffing business, outside of the health care industry;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby assign unto Assignee all right, title and interest in and to the Service Marks, together with the goodwill of the business symbolized by the Service Marks and the associated state and federal registrations therefore and all of Assignor's causes of action, rights of recovery and claims for damages and other relief referring, or pertaining to the Service Marks including claims for past and future infringement. Assignor also agrees to assign to Assignee any and all domain names incorporating any of the Service Marks, including the domain names set out in the schedule to the attached Domain Name Transfer and Assignment of Rights and to separately execute the Domain Name Transfer and Assignment of Rights. Assignor makes no representations or warranties regarding the third party use or registration of marks using the term "Interim" ("Third Party Use"). However, to its knowledge, Assignor is not aware of any Third Party Use.

2. Assignee agrees to pay Assignor a sum of \$350,000, with \$200,000 to be paid by Assignee to Assignor immediately in cash upon execution of this Agreement, with the remaining \$150,000 balance to be paid by Assignee in six quarterly installments of \$25,000 each, payable

TRADEMARK

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to Assignor on October 1, 2009, January 1, 2010, April 1, 2010, July 1, 2010, October 1, 2010 and January 1, 2011.

3. Upon execution of this Agreement and payment by Assignee of the initial \$200,000 payment to Assignor, the parties agree to terminate the existing IP License Agreement, with the termination date of the IP License Agreement being effective as of the effective date of this Agreement.

4. Assignee also covenants, confirms and agrees that for a period of five years from the execution date of this Agreement, Assignee will not compete with Assignor in the commercial staffing business, outside of the health care industry, under the Service Marks or any other trademarks or names.

5. Assignor and Assignee note that, pursuant to this Agreement, Assignee may elect to prepare deeds of assignment and accompanying Powers of Attorney and related documentation that is specific to (i) each owner and country in Schedule A in which service marks are being transferred to Assignee (the "Country-Specific Deeds of Assignment") and, (ii) each owner and state in which Assignor owns a currently active state registration of the Service Marks (the "State-Specific Deeds of Assignment"), in order to facilitate the recordal of the transfer of ownership of the Service Marks in the various countries and states in which service marks are being transferred. The parties recognize that the present Deed of Assignment of Service Marks and Sale Agreement, and not the Country-Specific Deeds of Assignment nor the State-Specific Deeds of Assignment, is the instrument of transfer of the Service Marks.

6. Assignor shall promptly render all assistance reasonably necessary to record Assignee as the owner of the Service Marks. Assignor shall, upon reasonable notice, provide to Assignee or its legal representative further documents and information which may be required from time to time in connection with the renewal, prosecution or enforcement of the Service Marks. Assignor shall also, upon reasonable notice from Assignee, provide Assignee with any further documentation, signatures or other assistance that may be required by (i) any trademarks offices internationally to perfect the recordal of the Country-Specific Deeds of Assignment, and (ii) any state trademarks offices to perfect the recordal of the State-Specific Deeds of Assignment, so that the Service Marks will be reflected as being owned by Assignee. Assignee will be responsible for all costs and fees associated with the preparation and recordal of all documents needed to place the Service Marks in the name of Assignee.

7. Assignor shall, within a reasonable period after the execution of this Agreement, transfer to Assignee or its legal representatives all original files and documents relating to the Service Marks, including but not limited to, all application and registration files for the Service Marks and certificates of registration.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed therein, without regard to conflicts of law principles thereunder. The parties to this Agreement acknowledge and agree that this Agreement is to be substantially performed within the State of Florida. Accordingly, the

parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in Broward County, Florida.

9. If at any time subsequent to the date of this Agreement, any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable such provision shall be of no force and effect, but the illegality or unenforceability of such provision shall have no effect upon and shall not impair the enforceability of any other provision of this Agreement.

10. If either Assignor or Assignee commences an action against the other to interpret or enforce any of the terms of this Agreement, or as a result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action (including at any appellate level).

11. Each party to this Agreement hereby agrees that they will, and will cause its respective representatives and affiliates to, keep the specific terms of this Agreement, and the agreement of the parties reflected herein, confidential, and will refrain from any disclosure thereof, except and only to the extent that such disclosure may be required by applicable law, or is made by such party for proper business purposes. No press release or other public announcement related to this Agreement or the transactions contemplated by this Agreement will be issued by any party without the prior written approval of the other party.

SPHERION CORPORATION

By: *Roy Krause*
President

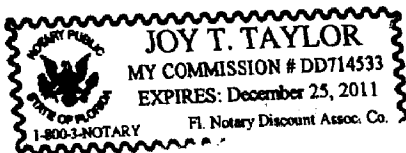
INTERIM HEALTHCARE, INC.

By: *Karim A. Gilman*
President

Executed this 29th day of May, 2009.

Sworn and subscribed before me this
29th day of May, 2009.

Joy T. Taylor
Notary Public



SCHEDULE A

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
INTERIM	819622613	Brazil
INTERIM	469489	Canada
INTERIM (Design)	489796	Canada
INTERIM HEALTHCARE	819622630	Brazil
INTERIM PERSONNEL	819622621	Brazil
INTERIM	1,763,176	USA
INTERIM (Logo)	3,140,768	USA
INTERIM ASSISTED CARE	1,957,444	USA
INTERIM HEALTH CARE	1,910,368	USA
INTERIM OCCUPATIONAL HEALTH	2,083,076	USA
INTERIM PHYSICIANS	1,789,596	USA
INTERIM TECHNOLOGY	2,875,841	USA
INTERIM THERAPY	2,078,703	USA
INTERPATH	1,929,651	USA