

**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>
Spring (Brands) Limited		01/07/2010	LIMITED LIABILITY COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Spring Group PLC		
<b>Street Address:</b>	Hazlitt House, 4 Bouverie Street		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC4Y 8AX		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2661008	SPRING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(208)307-6414		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	+442083076427		
<b>Email:</b>	lotte.dunford@adecco.co.uk		
<b>Correspondent Name:</b>	Lotte Dunford		
<b>Address Line 1:</b>	Adecco House, Elstree Way		
<b>Address Line 4:</b>	Borehamwood, UNITED KINGDOM WD6 1WD		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Spring Group - US		
<b>Address Line 1:</b>	30 S. Wacker Dr. Ste. 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Lotte Dunford		

OP \$40.00 2661008

**900166233**

**TRADEMARK**  
**REEL: 004236 FRAME: 0878**

Signature:	/LD/
Date:	07/05/2010
<b>Total Attachments: 7</b> source=Deed of Assignement Spring#page1.tif source=Deed of Assignement Spring#page2.tif source=Deed of Assignement Spring#page3.tif source=Deed of Assignement Spring#page4.tif source=Deed of Assignement Spring#page5.tif source=Deed of Assignement Spring#page6.tif source=Deed of Assignement Spring#page7.tif	

## Deed of Assignment

This deed is dated 1 July 2010

### PARTIES

- (1) **Spring (Brands) Limited** incorporated and registered in England and Wales with company number 03454861 whose registered office is at Hazlitt House, 4 Bouverie Street, London, EC4Y 8AX ("**Assignor**").
- (2) **Spring Group PLC** incorporated and registered in England and Wales with company number 00590054 whose registered office is at Hazlitt House, 4 Bouverie Street, London, EC4Y 8AX ("**Assignee**").

### BACKGROUND

- (a) The Assignor is the proprietor of the Trade Marks (as defined below).
- (b) The Assignor has agreed to assign the Trade Marks to the Assignee on the terms set out in this assignment.

### AGREED TERMS

#### 1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

**"Business Day"**: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**"Trade Marks"**: the registered trade marks short particulars of which are set out in Schedule 1.

1.2 Clause and schedule headings shall not affect the interpretation of this agreement.

1.3 The schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedule.

1.4 References to clauses and schedules are to the clauses and schedules of this agreement.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.

1.8 Writing or written includes faxes but not e-mail.

1.9 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.10 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.

## **2. ASSIGNMENT**

In consideration of the sum of £1 (receipt of which the Assignor expressly acknowledges), the Assignor hereby assigns to the Assignee absolutely with full title guarantee all its right, title and interest in and to the Trade Marks, including:

(a) all statutory and common law rights attaching to the Trade Marks, together with the goodwill of the business relating to the goods or services in respect of which the Trade Marks are registered or used; and

(b) the right to bring, make, oppose, defend, appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action (including passing off) arising from ownership, of any of the Trade Marks whether occurring before, on or after the date of this assignment.

## **3. WARRANTIES**

The Assignor represents and warrants that:

(a) it is the sole legal and beneficial owner of, and owns all the rights and interests in, the Trade Marks;

(b) it is properly registered as the applicant or registered proprietor of the Trade Marks listed in Schedule 1;

(c) all application, registration, renewal and other fees in respect of each of the Trade Marks listed in Schedule 1 have been paid;

(d) it has not given any third party permission to use any Trade Mark or otherwise licensed or assigned any of the rights under the Trade Marks;

(e) each Trade Mark is free from any security interest, option, mortgage, charge or lien;

(f) it has not acquiesced in the unauthorised use of any Trade Mark;

(g) each registered Trade Mark is valid and subsisting and is not subject to, or likely to be subject to, amendment, challenge to validity, removal or surrender;

(h) it is unaware of any infringement or likely infringement of any Trade Mark;

(i) no claim has been made by a third party that disputes the right of the Assignor to use any Trade Mark, and it is unaware of any circumstances likely to give rise to a claim;

(j) so far as it is aware, exploitation of the Trade Marks will not infringe the rights of any third party; and

(k) all previous assignments of the Trade Marks are valid and all previous assignments of the Trade Marks listed in Schedule 1 were registered within applicable time limits.

## **4. INDEMNITY**

4.1 The Assignor shall indemnify and hold the Assignee harmless against all and any loss, damages, liability and costs (including reasonable legal expenses) that the Assignee suffers

or incurs as a result of or in connection with any breach by the Assignor of the warranties in clause 3 above. At the request of the Assignee and at the Assignor's own expense, it shall provide all reasonable assistance to enable the Assignee to resist any claim, action or proceedings brought against the Assignee as a consequence of that breach.

4.2 Subject to clause 4.4 below, this indemnity shall apply whether or not the Assignee has been negligent or at fault.

4.3 If a payment due from the Assignor under this clause is subject to tax (whether by way of direct assessment or withholding at its source), the Assignee shall be entitled to receive from the Assignor such amounts as shall ensure that the net receipt, after tax, to the Assignee in respect of the payment is the same as it would have been were the payment not subject to tax.

4.4 Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.

## **5. FURTHER ASSURANCE**

5.1 The Assignor shall, at its own cost, perform (or procure the performance of) all further acts and things, and execute and deliver (or procure the execution or delivery of) all further documents, required by law or which the Assignee requests to vest in the Assignee the full benefit of the right, title and interest assigned to the Assignee under this Assignment, including registration of the Assignee as applicant or registered proprietor of the Trade Marks listed in Schedule 1.

5.2 The Assignor shall do the following at the Assignee's cost and direction, pending formal registration or recordal of the assignment of the Trade Marks listed in Schedule 1 to the Assignee:

(a) if legally required to do so, pay all applicable application, filing, registration, renewal and other fees as they fall due;

(b) if legally required to do so, promptly satisfy all official actions issued by any relevant trade mark registry or authority;

(c) provide the Assignee with all information and other assistance required to enable the Assignee to prepare, file or prosecute applications for registration of any of the Trade Marks (including producing, in the appropriate form, any evidence of its use of the Trade Marks); and

(d) provide the Assignee with all information and other assistance required by the Assignee to conduct, defend or settle any relevant claims, actions or proceedings (including, if requested by the Assignee, bringing proceedings in its own name or lending its name to any proceedings brought by the Assignee).

5.3 The Assignor shall deliver to the Assignee (or the Assignee's nominated representative) as soon as practicable after the date of this agreement all deeds, documents of title, certificates and other files and records (including those of its agents) relating to the Trade Marks.

5.4 The Assignor hereby appoints the Assignee to be its attorney to execute and do any such instrument or thing, and generally to use its name, for the purpose of giving the Assignee the benefit of this agreement. The Assignor acknowledges in favour of a third party that a certificate in writing signed by any director or the secretary of the Assignee or any person appointed in accordance with clause 5.6(c) that any instrument or act falls within the authority conferred by this agreement shall be conclusive evidence that such is the case.

5.5 This power of attorney is irrevocable as long as any of the Assignor's obligations under this agreement remain undischarged.

5.6 Without prejudice to clause 5.4, the attorney may, in any way it thinks fit and in the name and on behalf of the Assignor:

- (a) take any action that this agreement requires the Assignor to take;
- (b) exercise any rights which this agreement gives to the Assignor; and
- (c) appoint and remove one or more substitute attorneys with full power as the Assignor's attorney on terms that the attorney thinks fit.

5.7 The Assignor must ratify and confirm everything that the attorney and any substitute attorney does or arranges using the powers granted under this clause.

## **6. WAIVER**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

## **7. ENTIRE AGREEMENT**

7.1 This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

7.2 Each party acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this agreement.

7.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **8. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **9. SEVERANCE**

9.1 If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

9.2 If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## **10. COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

## **11. THIRD PARTY RIGHTS**

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

## **12. GOVERNING LAW AND JURISDICTION**

12.1 This assignment and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

12.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this assignment or its subject matter or formation (including non-contractual disputes or claims).

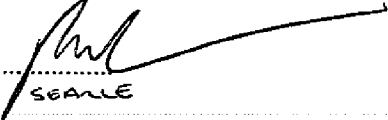
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.


**SCHEDULE 1  
TRADE MARKS**

<b>Country</b>	<b>Mark Text</b>	<b>Trademark Number</b>	<b>Class</b>
UK	SPRING	2163744	9, 16, 35, 41, 42
UK	PREVIEW	2294472	35
UK	TRIAGE	2157329	35
Community	SPRING	701920	9, 16, 35, 41, 42
Australia	SPRING	761245	9, 16, 35, 41, 42
South Africa	SPRING	98/07443	35
USA	SPRING	2661008	9, 16, 35, 41, 42
New Zealand	SPRING	292857	35
New Zealand	SPRING	292859	42
Norway	SPRING	195675	9, 16, 35, 41, 42

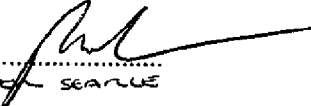


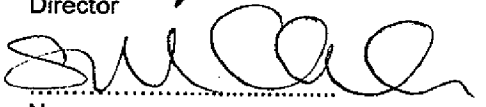
Executed as a deed by **Spring (Brands) Limited** acting by:

  
.....  
Name: PETER SEALIE  
Director

  
.....  
Name: TIM O'TOOLE  
Director/Secretary

Executed as a deed by **Spring Group PLC** acting by:

  
.....  
Name: PETER SEALIE  
Director

  
.....  
Name: SARA MCCracken  
Director/Secretary