

**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
MPS Group, Inc.		11/10/2010	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

Name:	Adecco, Inc.
Street Address:	175 Broad Hollow Road
City:	Melville
State/Country:	NEW YORK
Postal Code:	11747-8905
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2195542	MODIS
Registration Number:	2207351	MODIS
Registration Number:	2382351	MODIS
Registration Number:	2495251	MODIS SOLUTIONS
Registration Number:	2715212	MODIS
Registration Number:	2480781	BEELINE
Registration Number:	3069693	BEELINE
Registration Number:	3168717	BEELINE

**CORRESPONDENCE DATA**

Fax Number: (650)833-2001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 650.833.2373  
 Email: carolanne.bashir@dlapiper.com  
 Correspondent Name: Paul A. McLean  
 Address Line 1: 2000 University Avenue

**900183192**

**TRADEMARK  
 REEL: 004467 FRAME: 0851**

**CH \$215.00 2195542**

Address Line 4: East Palo Alto, CALIFORNIA 94303

ATTORNEY DOCKET NUMBER: 352069-238-245

NAME OF SUBMITTER: Paul A. McLean

Signature: /Paul A. McLean/

Date: 02/04/2011

**Total Attachments: 2**

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TRADEMARK ASSIGNMENT

This Assignment is entered into as of the 1st day of October, 2010 ("Effective Date"), by and between MPS Group, Inc., a corporation organized and existing under the laws of Florida, with offices at 1 Independent Drive, Jacksonville, Florida 32202 ("Assignor"), and Adecco, Inc., a Delaware corporation, with offices at 175 Broad Hollow Road, Melville, New York 11747-8905 ("Assignee").

**RECITALS**

WHEREAS, Assignor has adopted, is using, and has registered each of the trademarks as set forth in Exhibit "A" attached hereto and made a part hereof (collectively, the "Marks");

WHEREAS, Assignor agrees to assign to Assignee, and Assignee agrees to accept, all right, title and interest in and to the Marks, together with all goodwill associated therewith.

NOW THEREFORE, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, sells, assigns, conveys and delivers to Assignee and its successors and assigns, Assignor's entire right, title and interest in and to the Marks, together with the goodwill associated therewith.

Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney in fact, with full power of substitution in Assignor's name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and related causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Marks that may have accrued in Assignor's favor from the respective date of first use of any of the Marks from the Effective Date of this Assignment. Assignor hereby declares that the foregoing power is coupled with an interest and as such is irrevocable.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed, with on behalf of the Assignee by it's officer thereunto duly authorized, all as of the day and year first above written.

"Assignor"

MPS Group, Inc.

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

Printed Name: Greg Holland

Date: 11/10/10

"Assignee"

Adecco, Inc

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

Printed Name: Tig Gilliam

Date: 11/10/10

Exhibit "A"

The Marks

<b>Registration No. And Trademark</b>
2,195,542 – MODIS
2,207,351 - MODIS (stylized)
2,382,351 - MODIS (stylized)
2,495,251 - MODIS SOLUTIONS
2,715,212 - MODIS
2,480,781 – BEELINE
3,069,693 - BEELINE
3,168,717 - BEELINE (stylized)