

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|---|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Assignment of Intellectual Property | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CAPS, Inc. | | 05/01/2011 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | New C.A.P.S., LLC | | |
| Street Address: | 400 Skokie Blvd. | | |
| Internal Address: | Suite 460 | | |
| City: | Skokie | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60062 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3513694 | CAPS UNIVERSAL | |
| Registration Number: | 3558514 | C PS UNIVERSAL THE STAR OF PAYROLL SERVICES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)836-6337 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 212-836-7319 | | |
| Email: | psomelofske@kayescholer.com | | |
| Correspondent Name: | Paul J. Somelofske c/o Kaye Scholer LLP | | |
| Address Line 1: | 425 Park Avenue | | |
| Address Line 2: | 16-06 | | |
| Address Line 4: | New York, NEW YORK 10022-3598 | | |
| ATTORNEY DOCKET NUMBER: | 62392-0010 | | |
| NAME OF SUBMITTER: | Paul J. Somelofske | | |
| Signature: | /Paul J. Somelofske/ | | |

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TRADEMARK
REEL: 004571 FRAME: 0558

Date:

06/28/2011

Total Attachments: 7

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ASSIGNMENT OF INTELLECTUAL PROPERTY

ASSIGNMENT OF INTELLECTUAL PROPERTY (this “**Assignment**”), dated as of May 1, 2011, by and among Talent Associates, Inc., an Illinois corporation (“**Talent**”), the subsidiaries of Talent signatory hereto (collectively with Talent, the “**Companies**”), Talent Acquisitions, LLC, a Delaware limited liability company (“**Newco**”) and New C.A.P.S., LLC, a Delaware limited liability company (“**New CAPS**”). Capitalized terms used but not defined herein have the meaning set forth in the Purchase Agreement (as defined below).

R E C I T A L S

A. Pursuant to that certain Asset Sale and Contribution Agreement dated as of April 29, 2011 (the “**Purchase Agreement**”), by and among Newco, the Companies, Talent Holdings, LLC, a Delaware limited liability company, Eric Capogrosso, The Capogrosso Family Trust dated September 14, 2009, Howard Siegel and The Howard Siegel Trust dated January 31, 1995, the Companies agreed to sell and contribute to Newco and Newco agreed to accept from the Companies certain intangible assets owned by the Company and used in the Business.

B. The parties desire to reflect, by the execution and delivery of this Assignment, the assignment and transfer by the Companies and the acceptance by Newco and New CAPS of such intangible assets, and have the assignment of registered intellectual property recorded with the United States Patent and Trademark Office.

C. This Assignment is being delivered pursuant to the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment of Intellectual Property. The Companies hereby sell, transfer, assign, convey and deliver to Newco, and Newco hereby accepts from the Companies, all of the Companies’ right, title and interest in and to, together with the goodwill and other intangible assets associated with the Business, the Transferred Intellectual Property, except for the registered intellectual property set forth on Exhibit A (the “**CAPS Registered Intellectual Property**”) and the registered intellectual property set forth on Exhibit B (the “**Talent Registered Intellectual Property**”). CAPS hereby sells, transfers, assigns, conveys and delivers to New CAPS, and New CAPS hereby accepts from CAPS, all of CAPS’ right, title and interest in and to, together with the goodwill and other intangible assets associated with the Business, the CAPS Registered Intellectual Property. Talent hereby sells, transfers, assigns, conveys and delivers to Newco, and Newco hereby accepts from Talent, all of Talent’s right, title and interest in and to, together with the goodwill and other intangible assets associated with the Business, the Talent Registered Intellectual Property. Notwithstanding the generality of the foregoing, each of the Companies conveys and delivers the Transferred Intellectual Property, goodwill and other intangible assets associated with the Business assigned hereunder in accordance with Section 2.1(b) of the Purchase Agreement.

2. Recordation of Assignment. The Companies hereby request and authorize the United States Patent and Trademark Office to record New C.A.P.S., LLC as the owner of the CAPS Registered Intellectual Property, and to issue all registrations for said CAPS Registered Intellectual Property, to be in the name of New C.A.P.S., LLC, as assignee thereof, for the sole use of New C.A.P.S., LLC in accordance with the terms of this Assignment. The Companies hereby request and authorize the United States Patent and Trademark Office to record Talent Acquisitions, LLC as the owner of the Talent Registered Intellectual Property, and to issue all registrations for said Talent Registered Intellectual Property, to be in the name of Talent Acquisitions, LLC, as assignee thereof, for the sole use of Talent Acquisitions, LLC in accordance with the terms of this Assignment.

3. Purchase Agreement. This Assignment is executed and delivered pursuant to the Purchase Agreement and in all respects is subject to the covenants, representations, warranties and other provisions thereof. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the terms of the Purchase Agreement. In the event of any conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern.

4. Miscellaneous.

(a) Successors and Assigns; Benefit and Binding Effect. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

(b) Governing Law. This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware, regardless of the applicable principles of conflicts of law thereof.


(c) Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile or by PDF file shall be as effective as delivery of a manually executed counterpart of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, Seller has caused this Agreement to be duly executed by its duly authorized representative as of the day and year first above written.

NEWCO:

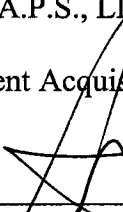
TALENT ACQUISITIONS, LLC

By: 
Name: Scott M. Porter
Title: Secretary

NEW CAPS:

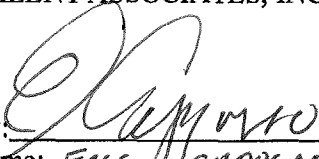
NEW C.A.P.S., LLC

By: Talent Acquisitions, LLC, its sole member

By: 
Name: Scott M. Porter
Title: Secretary

THE COMPANIES:

TALENT ASSOCIATES, INC.

By: 
Name: ERIC CAPOBASSO
Title: PRESIDENT

C.A.P.S., INC.

By: _____
Name:
Title:

ARTIST PAYMASTER SERVICE INC.

By: _____
Name:
Title:

UNIVERSAL PAYROLL SERVICE, INC.

By: _____
Name:
Title:

TALCO ENTERPRISES INC.

By: _____
Name:
Title:

PAYROLL ASSOCIATES INC.

By: _____
Name:
Title:

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

THE COMPANIES:

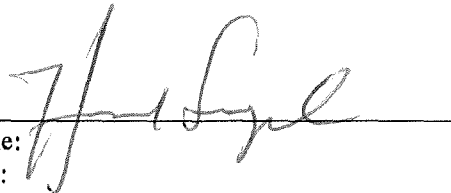
TALENT ASSOCIATES, INC.

By: _____
Name:
Title:

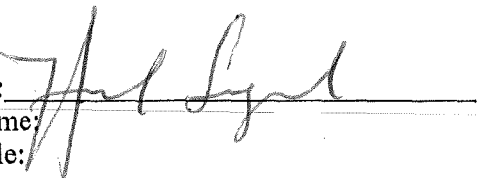
C.A.P.S., INC.

By: 
Name:
Title:

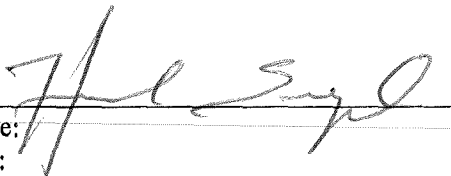
ARTIST PAYMASTER SERVICE INC.

By: 
Name:
Title:

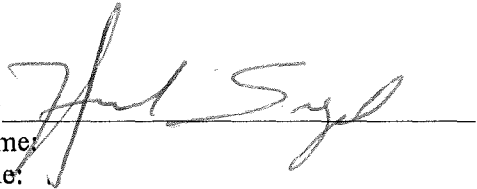
UNIVERSAL PAYROLL SERVICE, INC.

By: 
Name:
Title:

TALCO ENTERPRISES INC.

By: 
Name:
Title:

PAYROLL ASSOCIATES INC.

By: 
Name:
Title:

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]

EXHIBIT A

CAPS REGISTERED INTELLECTUAL PROPERTY

| <u>Description</u> | <u>Jurisdiction</u> | <u>Registration / Application No.</u> |
|---|---------------------|---------------------------------------|
| Trademark – CAPS UNIVERSAL | United States | Registration No. 3,513,694 |
| Trademark – CAPS UNIVERSAL THE STAR OF PAYROLL SERVICES | United States | Registration No. 3,558,514 |

EXHIBIT B

TALENT REGISTERED INTELLECTUAL PROPERTY

| <u>Description</u> | <u>Jurisdiction</u> | <u>Registration / Application No.</u> |
|----------------------|---------------------|---------------------------------------|
| Trademark - CAPS PAY | United States | Application No. 85224747 |

[SIGNATURE PAGE TO ASSIGNMENT OF INTELLECTUAL PROPERTY]