

07/27/2011
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U S DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev 01-09)
OMB Collection 0651-0027 (exp 03-01-11)

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

1. Name of conveying party(ies):

Staffworks, Inc

- Individual(s)
- General Partnership
- Corporation- State California
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 23, 2007

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name RoadLink Workforce Solutions, L.L.C.
(formerly known as RoadLink Staffworks, LLC)

Internal Address: _____

Street Address 1240 Win Drive

City Bethlehem

State PA

Country USA Zip 18017

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

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) _____

B Trademark Registration No.(s) _____

3182698

Additional sheet(s) attached? Yes No

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

The mark consists of the word "STAFFWORKS" and a stylized person with arms upraised, holding a double oval divided into three horizontal sections, containing the words "dedicated", "logistics" and "services".

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

Name Ryan B. Beach

Internal Address Scudder Law Firm, P.C., L.L.O.

Street Address 411 South 13th Street, Suite 200

City Lincoln

State NE Zip: 68508

Phone Number 402-435-3223

Fax Number 402-435-4239

Email Address rbeach@scudderlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2 6(b)(6) & 3 41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Trademark Registration No (s) _____

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Jan 14, 2011
Date

Ryan B. Beach

Name of Person Signing

Total number of pages including cover sheet, attachments, and document

1

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

Execution Copy

ASSET PURCHASE AGREEMENT

dated as of April 23, 2007

by and among

ROADLINK HOLDINGS, INC.,

ROADLINK STAFFWORKS, LLC,

~~STAFFWORKS, INC.,~~

STAFFWORKS DEDICATED LOGISTICS SERVICES, LLC

and

dated as of April 23, 2007
CESAR SCOLARI

STAFFWORKS, INC.

CESAR SCOLARI

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement dated as of April 23, 2007 (as amended or otherwise modified in accordance herewith, the "Agreement") is among: (a) RoadLink Holdings, Inc., a Delaware corporation ("Parent"); (b) RoadLink Staffworks, LLC, a Delaware limited liability company (the "Buyer"); (c) Staffworks, Inc. a California corporation ("Staffworks"), Staffworks Dedicated Logistics Services, LLC, a Washington limited liability company (each a "Seller" and collectively, the "Sellers"); and (d) Cesar Scolari, a natural person (the "Owner").

RECITALS

WHEREAS, the Parent, through its wholly-owned Subsidiary, is the beneficial owner of all of the outstanding shares of capital stock of the Buyer; and

WHEREAS, the Sellers are engaged in the business of operating an outsourced non-facilities based logistics business, providing product handling, warehouse operations and transportation management brokerage services (the "Business"); and

WHEREAS, Buyer desires to purchase the Business, including certain assets of the Sellers relating to the Business, and the Owner and the Sellers desire to sell the Business, including such assets to Buyer, subject to the terms, covenants and conditions set forth herein and as part of the sale of such assets, Buyer shall assume certain liabilities of the Sellers related to the Business and shall pay to the Sellers the Purchase Price.

Staffworks, Inc. a California corporation (each a "Seller"), and Staffworks Dedicated Logistics Services, LLC, a Washington limited liability company (each a "Seller").

AGREEMENT

NOW THEREFORE, in consideration of the premises and mutual promises herein made, and in consideration of the representations, warranties and covenants herein contained, the Parent, the Buyer, the Sellers, and the Owner hereby agree as follows:

I. DEFINITIONS: CERTAIN RULES OF CONSTRUCTION.

1.1. Defined Terms. Terms capitalized but not defined in this Agreement are defined on Exhibit A. Exhibit A also contains section references to terms defined in the body of this Agreement.

1.2. Rules of Construction. Except as otherwise explicitly specified to the contrary in this Agreement, (a) references to a Section, Exhibit or Schedule mean a Section of, or Exhibit or Schedule to, this Agreement, unless another agreement is specified, (b) the words "including," "includes" or similar words will be construed as "including without limitation," (c) references to a particular statute or regulation include all rules and regulations thereunder and any predecessor or successor statute, rules or regulation, in each case, as amended or otherwise modified from time to time, (d) words in the singular or plural form include the plural and singular form, respectively and (e) references to a particular Person include such Person's successors and assigns to the extent not prohibited by this Agreement.

2. ACQUISITION OF THE BUSINESS BY BUYER.

2.1. **Purchase and Sale of the Acquired Assets.** At the Closing, the Sellers shall sell, convey, transfer and assign and deliver to the Buyer, and the Buyer shall purchase and acquire from the Sellers, subject to the exclusions contained in Section 2.2 and subject to and upon the other terms and conditions contained herein, all of the Sellers' right, title and interest in and to the following assets, properties and rights of the Sellers related to the Business, other than Excluded Assets (collectively, the "**Acquired Assets**"), free and clear of all Encumbrance, other than the Permitted Encumbrances described in subsections (b), (c) and (d) of the definition of Permitted Encumbrances set forth on **Exhibit A** hereto:


Purchase and Sale of the Acquired Assets. At the Closing, the Sellers shall

2.1.3 all Intellectual Property and Technology owned, licensed or controlled by the Sellers used or held for use in the conduct of the Business, goodwill associated therewith, licenses and sublicenses granted by and to the Sellers in respect thereof and rights thereunder, remedies against infringements thereof and rights to protection of interest therein:

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as an agreement under seal as of the date first above written.


THE PARENT:

ROADLINK HOLDINGS, INC.

By: 
Name: Mike Kramer
Title: President

THE BUYER:

ROADLINK STAFFWORKS, LLC

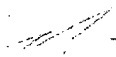
By: 
Name: Mike Kramer
Title: Manager

THE SELLERS:

STAFFWORKS, INC.

By: _____
Name:
Title:

STAFFWORKS DEDICATED LOGISTICS
SERVICES, LLC

By: 
Name:
Title:

THE OWNER:

Cesar Scolari

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement as an agreement under seal as of the date first above written

THE PARENT

ROADI INK HOLDINGS, INC.

By _____
Name:
Title.

THE BUYER

ROADI INK STAFFWORKS, LLC

By _____
Name:
Title.

THE SELLERS

STAFFWORKS, INC.

By _____
Name: *Cesar Scolari*
Title: *President*

STAFFWORKS DEDICATED LOGISTICS SERVICES, LLC

By _____
Name:
Name: *Cesar Scolari*
Title

THE OWNER

Cesar Scolari
Name: *Cesar Scolari*

"Intellectual Property" means all of a Person's right, title and interest in and to all the proprietary rights of every kind and nature, including all rights and interests pertaining to or deriving from:

- (a) patents, copyrights, and trade secrets, proprietary data, databases;
- (b) trademarks, trade names, service marks, service names, brands, trade dress and logos, and the goodwill and activities associated therewith;
- (c) domain names, rights of privacy and publicity, moral rights, and similar proprietary rights of any kind or nature, however denominated, throughout the world in all media now known or hereafter created;
- (d) any and all registrations, applications, recordings, licenses, common-law rights and Contractual Obligations with respect to any of the foregoing;
- (e) all innovations, know-how, processes and inventions and information, computer software and hardware, electronic, electrical and mechanical equipment and all other forms of technology, and all documents and other materials recording any of the foregoing; and
- (f) all Actions and rights to sue at law or in equity for any past or future infringement or other impairment of any of the foregoing, including the right to receive all proceeds and damages therefrom, and all rights to obtain renewals, continuations, divisions or other extensions of legal protections pertaining thereto.