

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Glotel Holdings Limited		06/29/2012	Limited Company: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Adecco, Inc.		
<b>Street Address:</b>	175 Broad Hollow Road		
<b>City:</b>	Melville		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11747		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2580842	GLOTEL	
<b>Registration Number:</b>	2737682	GLOTEL. TECHNOLOGY WORKING	
<b>Registration Number:</b>	2703030	GLOTEL TECHNOLOGY WORKING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508332001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	650.833.2373		
<b>Email:</b>	tmdocket@dlapiper.com, dash.mclean@dlapiper.com, emilio.aguilar@dlapiper.com		
<b>Correspondent Name:</b>	Paul A. McLean, Esq., DLA Piper LLP (US)		
<b>Address Line 1:</b>	2000 University Avenue		
<b>Address Line 2:</b>	(352069-900133/34/35)		
<b>Address Line 4:</b>	East Palo Alto, CALIFORNIA 94303-2215		
<b>ATTORNEY DOCKET NUMBER:</b>	352069-900133/34/35 PAM		

CH \$90.00 2580842

**900227476**

**TRADEMARK  
 REEL: 004814 FRAME: 0878**

NAME OF SUBMITTER:	Paul A. McLean, Esq., DLA Piper LLP (US)
Signature:	/Paul A. McLean/
Date:	07/05/2012
<b>Total Attachments: 3</b> source=SPA Glotel Holdings Ltd Adecco Inc UK final signed and blackened##page1.tif source=SPA Glotel Holdings Ltd Adecco Inc UK final signed and blackened##page2.tif source=SPA Glotel Holdings Ltd Adecco Inc UK final signed and blackened##page3.tif	

# Sale and Purchase Agreement

Entered into between

Adecco, Inc., a Delaware corporation having its registered office at 175 Broad Hollow Road, Melville, NY 11747, U.S.A., (hereafter referred to as "Adecco")

and

Glotel Holdings Limited, a UK company having its registered offices at Hazlitt House, 4 Bouverie Street, London, EC4Y 8AX, UK (hereafter referred to as "Seller")

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## RECITALS

Whereas, Seller is the true and lawful owner of the GLOTEL trademark portfolio for the US territory.

Whereas, Seller has changed its name and address from Glotel PLC, The Quadrangle 180 Wardour Street London, UK W1V 4AE to 'Glotel Holdings PLC', with registered offices at Hazlitt House, 4 Bouverie Street, London, EC4Y 8AX, UK and with effect as of 16 May 2012 to 'Glotel Holdings Limited, with registered offices at Hazlitt House, 4 Bouverie Street, London, EC4Y 8AX, UK.

Whereas, Adecco is desirous to buy the US rights to the GLOTEL trademark portfolio and Seller is willing to sell the US rights to the GLOTEL trademark portfolio to Adecco.

Now therefore, parties hereto hereby agree as follows.

## ARTICLE 1 OBJECT

Object of the present agreement is the GLOTEL trademark portfolio in the US as described comprehensively in the attached Annex 1 (hereafter "the Trademarks").

The Trademarks are registered in the USA (hereafter "the Territory").

## ARTICLE 2 PURCHASE AND TRANSFER

2.1 The parties hereto agree that Seller shall sell and Adecco shall buy the Trademarks with effect as of 29 June 2012, 11.58 New York time (EST).

**ARTICLE 7 INTERPRETATION AND GOVERNING LAW**

- 7.1 This Agreement sets forth the entire intent and understanding of and between the parties relating to the subject matter hereof and merges all prior discussion and negotiations between them, and neither party shall be bound by any condition, definition, representation or warranty other than is expressly set forth herein or as subsequently set forth in writing and executed by the duly authorized officer or officers of the party or parties to be bound thereby.
- 7.2 This Agreement shall in all respect be governed by and construed in accordance with the laws of the State of New York, United States of America.
- 7.3 For all disputes and controversies arising out of or related to this Agreement the parties hereto expressly agree to submit them to the Courts of County of Suffolk, State of New York, United States of America.

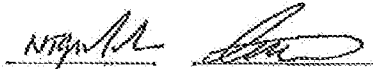
**ARTICLE 8 SEVERABILITY**

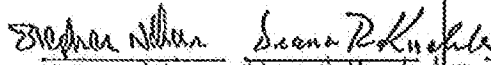
Should any provision of this agreement be declared void or non-enforceable, such declaration shall not affect the rest of this agreement which shall be fully valid and enforceable. The parties shall be released from all the rights and obligations arising out of the provision declared void or unenforceable, but only the extent such rights or obligations are directly affected by such invalidity or unenforceability. In this case the parties shall negotiate in good faith in order to replace the provision declared void or unenforceable with a new provision valid and enforceable, which preserves the original intentions of the parties.

IN WITNESS WHEREOF, the parties have signed this agreement in two original counterparts by the officers duly authorized for this purpose.

Executed by Otel Holdings Limited as a Docid

Adesco, Inc.





Date: June 29, 2012

Stephen Nolan  
Date: June 29, 2012

Diana R. Pambolis

Annex 1

US

1. GLOTEL  
Reg No 2580842
  
2. GLOTEL TECHNOLOGY WORKING  
Reg No 2703030
  
3. GLOTEL TECHNOLOGY WORKING  
Reg No 2737682

Glotel Trademarks shall include all goodwill and other intangible assets anywhere in the world associated with the Registered Marks, including licenses to third parties of the Registered Marks, documents and website content using the Registered Marks and the name "Glotel" in whatever form used in business worldwide, but excluding other "Glotel" trademarks, goodwill and other intangible assets related thereto (including licenses to third parties, documents and website content using "Glotel" in whatever form) owned by the Seller's Swiss and UK affiliates and their respective use.