

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
Pro Operating, Inc.		09/24/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	VersoGenics Inc.		
Street Address:	2400 Meadowbrook Parkway		
City:	Duluth		
State/Country:	GEORGIA		
Postal Code:	30096		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3251719	UNIFORCE	
Registration Number:	1865479	LABFORCE	
Registration Number:	1955957	WORKSTYLES TO FIT YOUR LIFESTYLE	
Registration Number:	1454595	WORK WHEN YOU WANT TO WORK	
CORRESPONDENCE DATA			
Fax Number:	4044749696		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2028349754		
Email:	tjholloway@mjpatellaw.com		
Correspondent Name:	Joy Holloway		
Address Line 1:	3715 Northside Parkway		
Address Line 4:	Atlanta, GEORGIA 30327		
NAME OF SUBMITTER:	9/27/2012		
Signature:	/Joy Holloway/		

OP \$115.00 3251719

TRADEMARK

Date:

09/27/2012

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (“*Assignment*”) is entered into as of September 24, 2012, by PRO Operating Inc. (f/k/a COMFORCE OPERATING Inc.) a Delaware company (“*Assignor*”) in favor of VersoGenics Inc., a Delaware company (“*Assignee*”).

WHEREAS, Assignor owns all right, title and interest in and to the U.S. trademark registrations and U.S. applications for registration, identified and set forth on Schedule A attached hereto, and all goodwill associated therewith (collectively, the “*Marks*”);

WHEREAS, Assignor, Assignee and the other parties listed thereto, are parties to the Asset Purchase Agreement dated August 24, 2012, as amended by Amendment No.1 dated September 14, 2012 (the “*Purchase Agreement*”) pursuant to which Assignor has sold, and Assignee has purchased, certain assets from Assignor, including the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably sells, contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, including, without limitation, any renewals and extensions of the registrations now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, dilution or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee’s attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall, at Assignee’s cost and expense, provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee may reasonably request to effectuate this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
6. This Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

* * * * *

[END OF PAGE]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

PRO Operating, Inc.

By: Andrew Schultz
Name: Andrew Schultz
Title: CEO

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004868 FRAME: 0581

Schedule A
to Trademark Assignment

Mark	Reg. No.
LABFORCE	1865479
UNIFORCE	3251719
WORKSTYLES TO FIT YOUR LIFESTYLE	1955957
WORK WHEN YOU WANT TO WORK	1454595