

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sale and Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spring Group Limited		11/29/2012	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Adecco SA		
Street Address:	Route de Bonmont 31		
City:	Cheserex		
State/Country:	SWITZERLAND		
Postal Code:	1275		
Entity Type:	CORPORATION: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2661008	SPRING	
CORRESPONDENCE DATA			
Fax Number:	6508332001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-833-2373		
Email:	carolanne.bashir@dlapiper.com		
Correspondent Name:	Paul A. McLean		
Address Line 1:	2000 University Avenue		
Address Line 2:	352069-140		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	352069-140		
DOMESTIC REPRESENTATIVE			
Name:	Paul A. McLean		

CH \$40.00 2661008

Address Line 1: 2000 University Avenue
Address Line 4: East Palo Alto, CALIFORNIA 94303

NAME OF SUBMITTER:	Carol Anne Bashir
Signature:	/Carol Anne Bashir/
Date:	06/12/2013

Total Attachments: 4

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Sale and Purchase Agreement

Entered into between

Adecco SA, a Swiss corporation having its registered office at
Route de Bonmont 31, 1275 Chésereux, Switzerland
(hereafter referred to as "ASA")

and

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

RECITALS

Whereas, Seller is the true and lawful owner of the "SPRING" trademark portfolio.

Whereas, it is the strategy of the Adecco Group that all key brands must be centrally owned and managed by Adecco SA.

Whereas, ASA is desirous to buy the international rights to the trademark "SPRING" (with the exception of the rights, goodwill and economic rights related to the Trademark in the UK) as outlined in Annex 1 and Seller is willing to sell these trademark rights to ASA.

Now therefore, parties hereto hereby agree as follows.

ARTICLE 1 OBJECT AND TERRITORY

- 1.1 Object of the present agreement is the sale of the international rights to the trademark "SPRING" as listed in the attached Annex 1 (hereafter "the Trademark") under the condition that the exclusive rights to use the trademark SPRING in the UK remains with the Seller as per execution of the attached License Agreement (Annex 2) between the parties.
- 1.2 The Trademark is registered and used in several countries as listed in Annex 1 (all countries listed including the EU with the exception of the UK being referred to hereafter as "the Territory").

subsequently set forth in writing and executed by the duly authorized officer or officers of the party or parties to be bound thereby.

- 6.2 This Agreement shall in all respect be governed by and construed in accordance with the laws of Switzerland.
- 6.3 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 the Canton of Zürich, Switzerland.

ARTICLE 7 DOCUMENTS

- 7.1 Seller shall, upon written request by Adecco, deliver to Adecco all documents or other ~~materials~~ relating to the application and registration of the Trademarks within the Seller's possession or control.
- 7.2 Seller shall at all times promptly do all such acts and execute all such documents as Adecco may require to give full effect to this assignment and to secure Adecco or any successor entitled thereof the full benefit of all the rights assigned to Adecco hereunder.

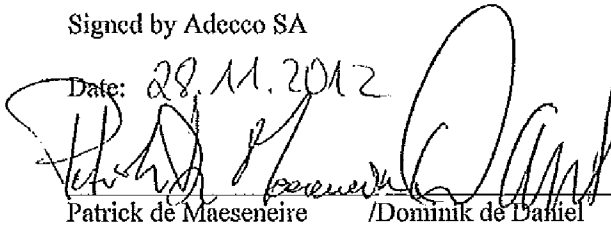
ARTICLE 8 SEVERABILITY

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.

Signed by Adecco SA

Date: 28.11.2012

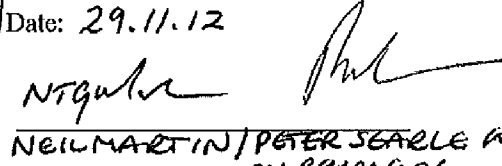


Patrick de Maeseneire

/Dominik de Baffel

Signed by Spring Group Ltd.

Date: 29.11.12



NEIL MARTIN / PETER SEARLE FOR
ON BEHALF OF
MEDCO DEVELOPMENTS
LTD

TRADEMARK

REEL: 005045 FRAME: 0996

Annex 1

Trademark portfolio SPRING

Country	Trademark	Number	Date	Classes
Australia	SPRING	761245	05 May 1998	09,16,35,41,42
European Community	SPRING	000701920	12 Dec 1997	09,16,35,41,42
New Zealand	SPRING	292859	26 May 1998	42
New Zealand	SPRING	292857	12 Dec 1997	35
Norway	SPRING	195675	28 Jan 1999	09,16,35,41,42
South Africa	SPRING	1998/07443	04 May 1998	35
United States of America	SPRING	2661008	17 Dec 2002	09,16,35,41,42
Singapore				