

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304935

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER AND CHANGE OF NAME
EFFECTIVE DATE:	01/01/2011
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ajilon North America LLC		01/01/2011	LIMITED LIABILITY COMPANY: DELAWARE

NEWLY MERGED ENTITY DATA

Name	Execution Date	Entity Type
MPS Group, Inc.	01/01/2011	CORPORATION: FLORIDA

MERGED ENTITY'S NEW NAME (RECEIVING PARTY)

Name:	MPS Group, Inc.
Street Address:	1 Independent Drive
City:	Jacksonville
State/Country:	FLORIDA
Postal Code:	32202
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1836985	THE EMPLOYMENT PEOPLE

CORRESPONDENCE DATA

Fax Number: 7036217155
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 703-621-7140
Email: mailroom@mg-ip.com
Correspondent Name: P. Jay Hines
Address Line 1: 4000 Legato Road
Address Line 2: Suite 310
Address Line 4: Fairfax, VIRGINIA 22033

ATTORNEY DOCKET NUMBER:	AG4001TUS
NAME OF SUBMITTER:	P. Jay Hines

OP \$40.00 1836985

SIGNATURE:	/pjh/
DATE SIGNED:	05/19/2014
Total Attachments: 8 source=Ajilon North America#page1.tif source=Ajilon North America#page2.tif source=Ajilon North America#page3.tif source=Ajilon North America#page4.tif source=Ajilon North America#page5.tif source=Ajilon North America#page6.tif source=Ajilon North America#page7.tif source=Ajilon North America#page8.tif	

Certificate of Merger

AJILON NORTH AMERICA, LLC
(a Delaware Limited Liability Company)

MERGING INTO

MPS GROUP, INC.
(a Florida Corporation)

Pursuant to Title 6, Section 18-209 of the Delaware Limited Liability Company Act.


- First:** The name of the surviving corporation is MPS GROUP, INC., a Foreign Corporation.
- Second:** The jurisdiction in which this Corporation was formed is Florida.
- Third:** The name of the Limited Liability Company being merged into the Corporation is AJILON NORTH AMERICA, LLC a Delaware Limited Liability Company.
- Fourth:** The Agreement of merger has been approved, adopted, certified, executed and acknowledged by each of the business entities which is to merge.
- Fifth:** The name of the surviving foreign Corporation is MPS GROUP, INC.
- Sixth:** An agreement of merger is on file at, 1 Independent Drive, Suite 800, Jacksonville, FL 32202, the principal office of the survivor.
- Seventh:** A copy of the agreement of merger will be furnished by the surviving foreign corporation, on request and without cost, to any member of domestic Limited Liability Company or any person holding an interest in the foreign corporation.
- Eighth:** The surviving foreign Corporation agrees that it may be served with process in the State of Delaware in any action, suit or proceeding for the enforcement of any obligation of the domestic limited liability company which is to merge,

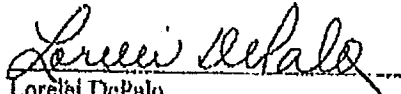
irrevocably appointing the Secretary of State as its agent to accept service of process in any such action, suit or proceeding and the address to which a copy of such process shall be mailed to by the Secretary of State is: 175 Broad Hollow Road, Melville, NY 11747.

Ninth: The merger is to become effective on January 1, 2011, at 12:01 AM.

IN WITNESS WHEREOFF, said Foreign Corporations has caused this certificate to be signed by its authorized officer, this 29th day of December, A.D., 2010.

MPS GROUP, INC.


Diana R. Karabelas
Assistant Secretary


Lorelei DePalo
Vice President



January 3, 2011

FLORIDA DEPARTMENT OF STATE
Division of Corporations

MPS GROUP, INC.
ONE INDEPENDENT DRIVE
SUITE 800
JACKSONVILLE, FL 32202US

Re: Document Number V29998

The Articles of Merger were filed December 29, 2010, effective January 1, 2011, for MPS GROUP, INC., the surviving Florida entity.

This document was electronically received and filed under FAX audit number H10000277825.

Should you have any further questions concerning this matter, please feel free to call (850) 245-6851, the Registration/Qualification Section.

Gina McLeod
Regulatory Specialist II
Division of Corporations

Letter Number: 510A00030153

P.O BOX 6327 - Tallahassee, Florida 32314

TRADEMARK
REEL: 005282 FRAME: 0774

Articles of Merger
Of
AJILON NORTH AMERICA, LLC
a Delaware Limited Liability Company

Into

MPS GROUP, INC.
a Florida corporation

The following Articles of Merger are submitted to merge the following Florida Profit Corporation in accordance with Florida Statutes 607.1109

FIRST: The exact names, jurisdictions and entity type for each merging party are as follows:

MPS GROUP, INC.	Florida	Business corporation
AJILON NORTH AMERICA, LLC	Delaware	Limited Liability Company

SECOND: The exact name, jurisdiction and entity type of the surviving party is:

MPS GROUP, INC.	Florida	Business corporation
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THIRD: The attached plan of merger was approved by the Florida domestic corporation in accordance with the provisions of Chapter 607 of the Florida Statutes.

FOURTH: The attached plan of merger was approved by the Delaware Limited Liability Company that is party to this merger in accordance with the applicable laws of the state under which it is formed.

FIFTH: The effective date of these articles of merger is January 1, 2011.

SIXTH: Signatures for each party:

MPS GROUP, INC.

AJILON NORTH AMERICA, LLC

Dawn Ehrhart

Diana R Karabelas

Dawn Ehrhart
VICE PRESIDENT

DIANA R. KARABELAS
ASST. SECY.

**AGREEMENT AND PLAN OF MERGER
BETWEEN
AJILON NORTH AMERICA, LLC
(a Delaware limited liability company)
AND
MPS GROUP, INC.
(a Florida corporation)**

(Pursuant to Section 607.1101 of the Florida Business Corporation Act and Section 18-209 of the Delaware Limited Liability Company Act)

This Agreement and Plan of Merger (this "Agreement") is made and entered into as of December 31, 2010, by and between Ajilon North America, LLC, a Delaware limited liability company ("ANA"), and MPS Group, Inc., a Florida corporation ("MPS").

WHEREAS, The Managers of ANA and the Board of Directors of MPS have approved this Agreement and the transactions contemplated by this Agreement, have submitted this Agreement to a vote of their respective stockholders and members and have directed that this Agreement be executed by the undersigned persons.

NOW, THEREFORE, MPS and ANA do hereby agree as follows:

1. **THE MERGER.** Subject to the terms and conditions hereof, MPS shall be merged with ANA (the "Merger") in accordance with Sections 607.1101 of the Florida Business Corporation Act (the "FBCA") and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA"). MPS shall be the surviving entity in the Merger. MPS shall succeed to and acquire all of the assets and assume all of the liabilities (each, without limitation or modification, whatsoever) of ANA. The Merger shall become effective on January 1, 2011 at 12:01 AM EST (the "Effective Time"). At the Effective Time the separate existence of ANA shall cease, and the Merger shall have the effects stated in Section 607.1106 of the FBCA.

2. **CERTIFICATE OF INCORPORATION AND BYLAWS; OFFICERS.** The Certificate of Incorporation and Bylaws of MPS in effect immediately prior to the consummation of the Merger shall be the Certificate of Incorporation and Bylaws of the surviving entity and shall remain in effect following the Effective Time until amended or repealed. The officers of MPS immediately prior to the Effective Time shall be the directors and officers of the surviving entity until their successors shall have been duly elected and qualified or as otherwise provided by law, or by the Certificate of Incorporation or Bylaws of the surviving entity.

3. **CANCELLATION OF MEMBERSHIP INTERESTS; CANCELLATION OF CERTAIN RIGHTS AND SHARES.** At the Effective Time, by operation of law, all of the outstanding membership interests of ANA shall be cancelled and no shares of MPS stock shall be issued in exchange thereof.

4. **CONDITIONS TO THE MERGER.** The Merger shall not be consummated unless the stockholder of MPS and the member of ANA shall have approved this Agreement in accordance with the FBCA and the DLLCA. Neither of such approvals shall have been revoked at or prior to the Effective Time.

5. **ABANDONMENT OF AGREEMENT.** This Agreement may be abandoned unilaterally by ANA or by MPS at any time before the Effective Time if (a) any action, suit, proceeding or claim has been instituted, made or threatened relating to the Agreement which shall make consummation of the transactions contemplated hereby inadvisable in the opinion of ANA or MPS, respectively, or (b) for any other reason consummation of the transactions contemplated hereby is inadvisable in the opinion of ANA or MPS, in their respective sole judgments. Such abandonment shall be effected by written notice by ANA or MPS to the other party hereto, authorized or approved by the party giving such notice. Upon the giving of such notice, this Agreement shall be terminated and there shall be no liability hereunder or on account of such termination on the part of ANA or MPS or the directors, officers, employees, agents or stockholders of any of them.

6. **AMENDMENTS.** To the extent permitted by law, this Agreement may be amended by a subsequent writing signed by the parties hereto with the authorization or approval of the parties hereto.

7. **FURTHER ASSURANCES.** From time to time, as and when required by MPS or by its successors or assigns, and to the extent permitted by law, there shall be executed and delivered on behalf of ANA such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other actions as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by MPS the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of ANA and otherwise carry out the purposes of this Agreement, and each of the officers of MPS is fully authorized in the name and on behalf of ANA or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

8. **TAX CONSEQUENCES.** It is the express intent and purpose of this Agreement that the transaction contemplated hereunder qualify under the internal revenue laws as tax-free reorganization. To this end, any ambiguity in this Agreement shall be resolved in an interpretation that will qualify this transaction as a tax-free reorganization. Notwithstanding the above, the failure of this transaction to qualify as a tax-free reorganization shall not give rise to a cause of action by any person involved in this transaction.


9. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same agreement.

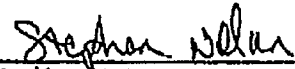
10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to the conflicts of law principles thereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed on its behalf by its respective managers and officers thereunto duly authorized, all as of the date first above written.

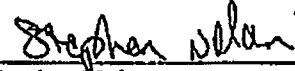
AJILON NORTH AMERICA, LLC
(a Delaware limited liability company)

By: 
Tig Gilliam
President and Executive Officer

By: 
Stephen Nolan
Chief Financial Officer

MPS GROUP, INC.
(a Florida corporation)

By: 
Tig Gilliam
President

By: 
Stephen Nolan
Chief Financial Officer