

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604212

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Sale And Purchase Agreement		
RESUBMIT DOCUMENT ID:	900565829		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADO STAFFING, INC.		07/31/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Adecco Group AG		
Street Address:	Bellerivestrasse 30		
City:	Zurich		
State/Country:	SWITZERLAND		
Postal Code:	8008		
Entity Type:	Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4904545	VETTERY	
CORRESPONDENCE DATA			
Fax Number:	4158362501		
<i>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.</i>			
Phone:	415-836-2506		
Email:	carolanne.bashir@us.dlapiper.com		
Correspondent Name:	Gina Durham, Esq., DLA Piper LLP (US)		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 2:	Atty Dkt: 352069-153		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
ATTORNEY DOCKET NUMBER:	352069-153		
DOMESTIC REPRESENTATIVE			
Name:	Gina Durham, Esq.		
Address Line 1:	555 Mission Street, Suite 2400		
Address Line 4:	San Francisco, CALIFORNIA 94105-2933		
NAME OF SUBMITTER:	Carissa Bouwer		
SIGNATURE:	/Carissa Bouwer/		

DATE SIGNED:	10/21/2020
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Total Attachments: 5

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THE ADECCO GROUP

Sale and Purchase Agreement

Entered into between

Adecco Group AG, a Swiss corporation having its registered office at
Bellerivestr. 30, 8008 Zürich, Switzerland
(hereafter referred to as "**AGA**")

and

ADO Staffing Inc, a U.S.A. corporation having its office at 10151 Deerwood
Park Blvd, Bldg. 200 STE, 400 Jacksonville Florida, 32256, U.S.A.
(hereafter referred to as "**Seller**")

RECITALS

Whereas, Seller is the true and lawful owner of the VETTERY trademark, designs and logos (hereafter, the "Marks"), as listed in the attached Annex 1.

Whereas, AGA is desirous to buy the trademark rights to the Marks, and Seller is willing to sell the rights to the Marks to AGA.

Now therefore, the parties hereto hereby agree as follows.

ARTICLE 1 OBJECT

The objects of the present agreement are the Marks as defined in the first paragraph of the recitals above and as listed in Annex 1.



THE ADECCO GROUP

ARTICLE 5 LICENSE AGREEMENTS

- 5.1 Seller represents and warrants that it has not entered into any license agreement with any third party regarding the use of the Marks.
- 5.2 AGA grants to Seller the right to use the Marks pursuant to terms and conditions to be stipulated in a separate Trademark License Agreement.

ARTICLE 6 ASSIGNMENT DOCUMENTS

- 6.1 The parties undertake to sign any and all documentation and effect notarization, legalization or whatever other act is required for assignment documentation to effect recording of the assignment in the trademark registers of the specific countries.
- 6.2 The parties agree that each party bears its own costs in that respect.

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 associations 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 Switzerland.
- 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 Zürich, Switzerland and expressly renounce to any other jurisdiction which could correspond to them in accordance with their national law.



THE ADECCO GROUP

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.

Adecco Group AG

DocuSigned by:
Estefania Rodriguez
ID: 425A32F305411
Estefania Rodriguez

Date: 7/24/2020

DocuSigned by:
Martin Henrich
ID: 8A8BC98B2A0441B...
Martin Henrich

7/23/2020

ADO Staffing Inc.

Gregory D. Holland
Gregory D. Holland

Date: July 23, 2020

Brad MacDonald
Brad MacDonald

ANNEX 1: Marks



THE ADECCO GROUP

ANNEX 1

Registered United States Trademarks

Trademark	Registration No.	Registration Date	Status	Owner
VETTERY	4904545	February 23, 2016	Registered	ADO Staffing, Inc., Delaware Corporation, Jacksonville Florida, US

TRADEMARK