# 900576800 10/27/2020

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM605210

Stylesheet Version v1.2

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
	Corrective Assignment to correct the The Assignee: ADECCO GROUP AG previously recorded on Reel 007079 Frame 0972. Assignor(s) hereby confirms the SALE AND PURCHASE AGREEMENT.		

#### **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	Туре	Number	Word Mark
Registration I	Number:	4904545	VETTERY

#### **CORRESPONDENCE DATA**

**Fax Number:** 4158362501

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:** 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:** 1-91056

#### **DOMESTIC REPRESENTATIVE**

Name: Gina Durham

Address Line 1: 555 Mission Street, Suite 2400

**Address Line 2:** Atty Dkt: 352069-153

Address Line 4: San Francisco, CALIFORNIA 94105-2933

NAME OF SUBMITTER: Carissa Bouwer

TRADEMARK 900576800 REEL: 007087 FRAME: 0891

SIGNATURE: /Carissa Bouwer/					
DATE SIGNED:	<b>D</b> : 10/27/2020				
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## 900575835 10/21/2020

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM604212

Stylesheet Version v1.2

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 Grooup 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

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:** 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/



#### 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.



### ARTICLE 2 PURCHASE AND TRANSFER

- 2.1 The parties hereto agree that Seller shall sell and AGA shall buy the Marks with effect as of 31 July 2020 ("Effective Date").
- 2.2 The parties further agree that all rights, title and interest (including goodwill) attached to the Marks are transferred to AGA with effect as of the Effective Date. This transfer includes any documentation and description of or relating to the Marks.

#### ARTICLE 3 CONSIDERATION

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- 3.1 In consideration for the sale and transfer of the Marks, AGA pays to Seller the amount of at a larger of a payone and transfer of the Marks, AGA pays to Seller the amount of at a larger of a payone and the seller of the Marks and the Seller of the Marks, AGA pays to Seller the amount of at a larger of the Marks, AGA pays to Seller the amount of at a larger of the Marks, AGA pays to Seller the Amount of the Seller of the Marks, AGA pays to Seller the Amount of the Seller of the Marks, AGA pays to Seller the Amount of the Seller of the Marks and the Seller of the Seller of the Marks and the Seller of the Sell
- 3.2 On the Effective Date, Purchaser shall pay to Seller an amount equal to

### ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.1 Seller represents and warrants that it has full and unchallenged legal and beneficial title to the Marks.
- 4.2 Seller represents and warrants that all intellectual property rights (including but not limited to copyrights, trademark rights, design rights) related to the Marks do not violate nor infringe upon any third party rights.
- 4.3 Seller undertakes to indemnify and hold AGA harmless from and against any claims or liabilities arising from the Marks or the use of the Marks violating or infringing any third parties' rights existing as of the date of this Agreement.



#### 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.

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#### 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:  Esterania Rodrigues  Esterania Rodrigues	Martin Henrich  Martin Henrich  Martin Henrich
Date: 7/24/2020	7/23/2020
ADO Staffing Inc.	But Mach IC
Gregory D. Holland	Brad MacDonald
Date: July 23, 2020	

ANNEX 1: Marks



# 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

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