

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM682417

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADECCO GROUP AG		10/13/2021	Corporation:
RECEIVING PARTY DATA			
Name:	ADO Professional Solutions, Inc.		
Street Address:	10151 Deerwood Park Blvd., Bldg. 200, Suite 400		
City:	Jacksonville		
State/Country:	FLORIDA		
Postal Code:	32256		
Entity Type:	Corporation: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1558389	SPECIAL COUNSEL	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	Trademarks.Adecco@adeccona.com		
Correspondent Name:	ADO Professional Solutions, Inc.		
Address Line 1:	10151 Deerwood Park Blvd.,		
Address Line 2:	Bldg. 200, Suite 400		
Address Line 4:	Jacksonville, FLORIDA 32256		
NAME OF SUBMITTER:	Brad MacDonald		
SIGNATURE:	/Brad MacDonald/		
DATE SIGNED:	10/20/2021		
Total Attachments: 6			
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OP \$40.00 1558389



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 “**Seller**”)

and

ADO Professional Solutions, 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 “**ADO**”)

RECITALS

Whereas, Seller is the true and lawful owner of the SPECIAL COUNSEL trademarks, (hereafter, the “Marks”) and domain names (hereafter, the “Domain Names”), as listed in the attached Annex 1.

Whereas, ADO is desirous to buy the trademark rights to the Marks and Domain Names, and Seller is willing to sell the rights to the Marks and the Domain Names to ADO.

Now therefore, the parties hereto hereby agree as follows.

ARTICLE 1 OBJECT

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



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ARTICLE 2 PURCHASE AND TRANSFER

- 2.1 The parties hereto agree that Seller shall sell, and ADO shall buy the Marks and the Domain Names with effect as of October 13, 2021 ("Effective Date").
- 2.2 The parties further agree that all rights, title and interest (including goodwill) attached to the Marks and the Domain Names are transferred to ADO with effect as of the Effective Date and ADO accepts the transfer of the Marks and the Domain Names. This transfer includes any documentation and description of or relating to the Marks and the Domain Names.
- 2.3 The parties further agree that this transaction is intended to be treated as a transfer at arm's length and not a capital contribution, and this Agreement shall be interpreted consistent with such intent.

ARTICLE 3 CONSIDERATION

- 3.1 In consideration for the sale and transfer of the Marks and the Domain Names, ADO pays to Seller the amount of XXXXXXXXXXXX UNITED STATES DOLLARS (\$XXXXXX USD). The purchase price will be charged without VAT being Switzerland the place of supply of such transaction. Each party shall be responsible for the payment of its own tax liability arising from this transaction.
- 3.2 The purchase price is due and payable to Seller's bank account upon the conclusion of this agreement.
- 3.3 Notwithstanding the foregoing, if the Marks and the Domain Names are transferred to another party within six months after the Effective Date for an amount materially different than the price set forth in Article 3.1, then the Seller or ADO, as the case may be, shall remit the difference to other party reasonably soon after the determination of such difference.



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ARTICLE 4 REPRESENTATIONS AND WARRANTIES

- 4.1 Seller represents and warrants that it has full and unchallenged legal and beneficial title to the Marks and Domain Names.
- 4.2 To the best of its knowledge, Seller represents and warrants that all rights related to the Marks and Domain Names do not violate nor infringe upon any third party rights.
- 4.3 Seller represents and warrants to ADO that to the best knowledge of Seller, there are no pending or threatened claims or proceedings against, contesting or challenging the validity or enforceability of the Marks and the Domain Names.
- 4.4 Seller represents and warrants to ADO that to the best knowledge of Seller, the Marks and Domain Names are free and clear of any and all liens and security interests.
- 4.5 Except as to those matters expressly covered by the representations and warranties in this clause 4, (I) ADO acknowledges that Seller is providing the Marks and the Domain Names on an "AS IS, WHERE IS" basis, and that Seller disclaims all other warranties, representations and guaranties, whether express or implied and (II) ADO further acknowledges that Seller is making no representations or warranty as to merchantability or fitness for any particular purpose and no implied warranties whatsoever.

ARTICLE 5 ASSIGNMENT DOCUMENTS

- 5.1 After payment of the purchase price and upon request of ADO, Seller shall execute and deliver to ADO all documentation required to effect recording of the assignment of the Marks and the Domain Names in the respective registers of the specific countries. ADO shall be responsible for preparation of all documentation required and shall pay all cost incurred with the filing of the documents with respective trademark offices and domain registrars.



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ARTICLE 6 INTERPRETATION AND GOVERNING LAW

- 6.1 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.
- 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 Zürich, Switzerland and expressly renounce to any other jurisdiction which could correspond to them in accordance with their national law.

ARTICLE 7 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.



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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
10345GA32F308411...

Estefania Rodriguez
Head of Group Tax
Date: 10/14/2021

DocuSigned by:
Martin Henrich
A4BEC95B226E41B...

Martin Henrich
Group General Counsel

ADO Professional Solutions, Inc.

Gregory D. Holland
SVP

Laura Chamberlin
President


Date: 10/13/2021



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ANNEX 1

Marks:

Trademark	Country	Reg Date	Reg No	Status	Goods and Services	Owner
SPECIAL COUNSEL	US	26-09-1989	1558389	Registered	35 Temporary placement of attorneys	Adecco Group AG
	EM	17-01-2007	004657871	Registered	35 Employment staffing services, employment agency services, recruitment consultant services, provision of temporary and permanent staff, personnel management consultancy services, payroll preparations services, time recording services.	Adecco Group AG
SPECIAL COUNSEL	GB	17-01-2007	UK00904657871	Registered	35 Employment staffing services, employment agency services, recruitment consultant services, provision of temporary and permanent staff, personnel management consultancy services, payroll preparations services, time recording services.	Adecco Group AG

Domain Names:

Specialcounsel.com

Specialcounsel.net

Specialcounsel.org