

07-17-2000

RE



ET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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6800

To the Honorable Commissioner of Patents and Trademarks: please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Staffmark, Inc. - Indiana

Individual  Association  
 General Partnership  Limited Partnership  
 Corporation-State Delaware  Other -

Additional name(s) of conveying party(ies) attached?  
 Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other -

Execution Date: July 31, 1998

2. Name and Address of receiving party(ies):

Name: Staffmark, Inc. - Nevada

Internal Address:

Street Address: 501 South Rancho Drive, Suite G-46

City: Las Vegas State: NV Zip: 89106 Country: USA

Individual(s) Citizenship: U.S.A.  
 Association:  
 General Partnership:  
 Limited Partnership:  
 Corporation-State Nevada  
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):  
 If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark registration No.(s)  
 1,733,503 for the mark FLEXIBLE PERSONNEL registered November 17, 1992

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Elisabeth A. Evert  
 Internal Address: Sidley & Austin  
 Street Address: 717 North Harwood St., Suite 3400  
 City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 1

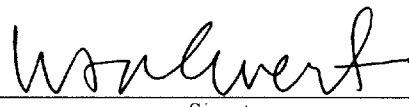
7. Total fee (37 CFR 3.41).....\$40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: 18-1260  
 (Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature:  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Elisabeth A. Evert  June 7, 2000

Name of Person Signing Signature Date

Total number of pages comprising cover sheet 2

OMB No. 0651-0011 (exp. 4/94)

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07/14/2000 DWGUYEN 00000154 181260 1733503  
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## ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement, effective July 31, 1998, is by and between STAFFMARK, INC. - INDIANA ("Assignor"), a Delaware corporation, having its principal corporate business address at 1822 Magnavox Way, Fort Wayne, Indiana 46804, and STAFFMARK, INC. - NEVADA ("Assignee"), a Nevada corporation, having its principal corporate business address at 501 South Rancho Drive, Suite G-46, Las Vegas, Nevada 89106.

WHEREAS, Assignor is the owner of all right, title and interest in and to the U.S. trademarks, service marks and trade names as set forth in Appendix A hereto, as used on or in connection with Assignor's services, including but not limited to the recited trademark applications and registrations, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names;

WHEREAS, Assignee desires to acquire all right, title and interest in and to said U.S. trademarks, service marks and trade names as set forth in Exhibit A, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor by these presents sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the U.S. trademarks, service marks and trade names set forth in Appendix A, together with the goodwill of the business symbolized by said trademarks service marks and trade names, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

In order to give full force and effect to the assignment granted herein, Assignor further agrees to promptly obtain and execute formal assignment documents to assign the U.S. trademarks, service marks and/or trade names.

Signed at Fayetteville, Arkansas on this 31<sup>st</sup> day of July, 1998.

STAFFMARK, INC. - INDIANA  
Assignor

By: Clete T. Brewer  
Clete T. Brewer  
President

AGREED AND ACCEPTED:

Signed at Fayetteville, Arkansas on this 31<sup>st</sup> day of July, 1998.

STAFFMARK, INC. - NEVADA  
Assignee

By: Alex Stallings  
Alex Stallings  
Vice President and Controller

STATE OF ARKANSAS            )  
  )  
COUNTY OF WASHINGTON    )        ss:

BEFORE ME, the undersigned authority, on this day personally appeared Clete T. Brewer, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated and as an act and deed of said corporation.

Given under my hand and seal of Office this 31<sup>st</sup> day of July, 1998.

Denise H. Compton  
Notary Public

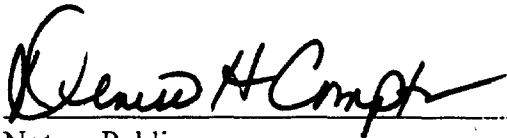
My Commission Expires:  
**DENISE H. COMPTON**  
Notary Public  
Benton County, Arkansas  
My Commission Expires June 1, 2009

STATE OF ARKANSAS )  
 )  
COUNTY OF WASHINGTON )

ss:

BEFORE ME, the undersigned authority, on this day personally appeared Alex Stallings, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated and as an act and deed of such corporation.

Given under my hand and seal of Office this 31<sup>ST</sup> day of July, 1998.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

**DENISE H. COMPTON**  
\_\_\_\_\_  
Notary Public  
Benton County, Arkansas  
My Commission Expires June 1, 2000

APPENDIX A

MARK OR TRADE NAME

FLEXIBLE PERSONNEL, U.S. S.M. Reg. No. 1,733,503, issued 11/17/92  
FLEXIBLE PERSONNEL, INC.  
GREAT LAKES SEARCH ASSOCIATES  
FLEXIBLE TECHNICAL  
FLEXIBLE ACCOUNTANTS  
FLEXIBLE INFORMATION TECHNOLOGY  
STAFFMARK MEDICAL STAFFING  
STAFFMARK ACCOUNTANTS  
STAFFMARK TECHNICAL

::ODMA\PCDOCS\DALLAS\25208\1 July 30, 1998