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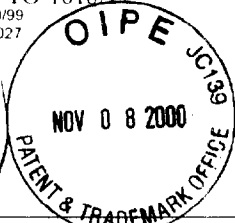
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-30-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
Effective Date
Month Day Year

- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Waggoner Personnel LLC

12301999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Texas

Receiving Party

Mark if additional names of receiving parties attached

Name InStaff Personnel, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 15303 Dallas Parkway

Address (line 2) Suite 1310 - LB3

Address (line 3) Dallas

Texas

75248

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Texas

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

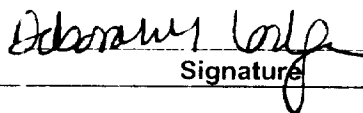
No

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. Charges to deposit account are authorized, as indicated herein.

Deborah M. Lodge

Name of Person Signing



Signature

11/8/2000

Date Signed



The State of Texas
Secretary of State

CERTIFICATE OF MERGER
INSTAFF PERSONNEL, LLC

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,
HEREBY CERTIFIES THAT THE ATTACHED ATTACHED ARTICLES OF MERGER OF

WAGGONER PERSONNEL, LLC
A TEXAS LIMITED LIABILITY COMPANY

INSTAFF PERSONNEL OF SULPHUR SPRINGS, LLC
A TEXAS LIMITED LIABILITY COMPANY

WITH

INSTAFF PERSONNEL, LLC
A TEXAS LIMITED LIABILITY COMPANY

HAVE BEEN RECEIVED IN THIS OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY VIRTUE
OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES THIS
CERTIFICATE OF MERGER.

DATED DEC. 31, 1999

EFFECTIVE DEC. 31, 1999



Elton Bomer
Elton Bomer, Secretary of State

WAGGONER PERSONNEL, LLC,
a Texas limited liability company

By: [Signature]
Title: [Signature]

INSTAFF PERSONNEL OF SULPHUR SPRINGS, LLC
a Texas limited liability company

By: [Signature]
Title: [Signature]

INSTAFF PERSONNEL, LLC,
a Texas limited liability company

By: [Signature]
Title: [Signature]

EXHIBIT "A"

PLAN AND AGREEMENT OF MERGER

of

**WAGGONER PERSONNEL, LLC, and
INSTAFF PERSONNEL, OF SULPHUR SPRINGS, LLC**

into

INSTAFF PERSONNEL, LLC

under the name of

"INSTAFF PERSONNEL, LLC"

This Plan and Agreement of Merger is between Waggoner Personnel, LLC, a Texas limited liability company, and Instaff Personnel of Sulphur Springs, LLC limited liability company, which are together referred to below as the "Merging Companies" and Instaff Personnel, a Texas limited liability company, which is referred to below as the "Surviving Company." The Merging Companies and the Surviving Company are collectively referred to in this Agreement as the "Constituent Companies."

ARTICLE I

PLAN OF MERGER

Adoption of Plan

1.01. A plan of merger pursuant to the provisions of Article 10.01 et seq. of the Texas Limited Liability Company Act is adopted as follows:

(a) The Merging Companies shall be merged into the Surviving Company, to do business and be governed by the laws of the State of Texas.

(b) The name of the Surviving Company shall be Instaff Personnel, LLC.

(c) When the merger takes effect, the separate existence of each Constituent Company that is a party to the merger, except the Surviving Company, shall cease. At that time, all rights, title, and interests to all real estate and other property owned by each Constituent Company shall be allocated to and vested in the Surviving Company without reversion or impairment, without further act or deed, and without any transfer or assignment having occurred, but subject to any existing liens or other encumbrances on the property. Also, at that time, all liabilities and obligations of each Constituent Company shall be allocated to the Surviving Company, and the Surviving Company shall become the primary obligor for the liability or obligation, and a Constituent Company other than the Surviving Company or other entity liable at the time of the merger is not liable for the liability or obligation.

(d) The Surviving Company shall carry on business with the assets of the Constituent Companies as these entities existed immediately prior to the merger.

(e) The members of the Merging Companies shall surrender all of their shares and membership interests in the manner set forth in this Agreement.

(f) In exchange for the shares and membership interests of the Merging Companies surrendered by its members, the Surviving Company shall issue and transfer to such members, on the basis set forth in this Agreement, Membership Interests (Sharing Ratios) in the Surviving Company.

(g) The members of the Surviving Company shall retain their Membership Interests and Sharing Ratios of the Surviving Company.

(h) The Surviving Company will be responsible for the payment of all fees and franchise taxes required by law (including without limitation those required to be paid by any entity which is a party to this merger), and the Surviving Company will be obligated to pay such fees and franchise taxes if the same are not timely paid.

Effective Date

1.02. The effective date of the merger, referred to in this Agreement as the "Effective Date," shall be the later of (i) the close of business on December 31, 1999, or (ii) the date the Articles of Merger are approved by the Texas Secretary of State.

ARTICLE 2

TERMS, CONDITIONS, AND PROCEDURES PRIOR TO EFFECTIVE DATE

Submission to Members and Filing

2.01. This Agreement shall be submitted for approval separately to the members of the Constituent Corporations in the manner provided by the laws of the State of Texas.

Expenses

2.02. (a) If the merger set forth in this Agreement is consummated, the Surviving Company shall pay all costs and expenses of the merger.

(b) If the merger set forth in this Agreement is not consummated, each party to this Agreement shall pay its own costs and expenses incident to the contemplated merger.

ARTICLE 3

MANNER AND BASIS OF CONVERTING SHARES

Manner of Converting Shares

3.01. The members of the Merging Companies shall surrender their shares and membership interests to the Secretary of the Surviving Company promptly after the Effective Date, in exchange for Membership Interests (Sharing Ratios) of the Surviving Company to which they are entitled under this Article 3.

Basis of Converting Shares

3.02. The members of each of the Merging Companies shall be entitled to receive (on a pro rata basis based on their respective percentage interests in the Merging Companies) Membership Interests and Sharing Ratios in the Surviving Company equal to the Membership Interests and Sharing Ratio held by the Merging Companies in the Surviving Company immediately prior to such merger. Thus, the members of Waggoner Personnel, LLC shall collectively receive 21% of the Membership Interests and Sharing Ratios in the Surviving Company, and the members of Instaff Personnel of Sulphur Springs, LLC shall collectively receive 12% of the Membership Interests and Sharing Ratios in the Surviving Company. As a result, the exact Membership Interests and Sharing Ratios of the members of the Surviving Company immediately following the merger will be as set forth on Exhibit "A" attached hereto.

Capital Structure of Surviving Company

3.03. Except as set forth in Section 3.02, the currently outstanding Membership Interests of the Surviving Company shall remain outstanding as Membership Interests of the Surviving Company.

ARTICLE 4

MANAGERS AND OFFICERS

Managers and Officers of Surviving Company

4.01. The present Managers of the Surviving Company shall continue to serve as the Managers of the Surviving Company until the next annual meeting or until their successors have been elected and qualified.

4.02. All persons who at the Effective Date are executive or administrative officers of the Surviving Company shall remain as officers of the Surviving Company until the Managers of the Surviving Company shall determine otherwise. The Managers of the Surviving Company may elect or appoint such additional officers as it deems necessary.

ARTICLE 5

ARTICLES OF ORGANIZATION AND REGULATIONS

Articles of Organization of the Surviving Company

5.01. The Articles of Organization of the Surviving Company, as existing on the Effective Date, shall continue in full force as the Articles of the Surviving Company until amended as provided in the Articles or by law.

Regulations of Surviving Company

5.02. The Regulations of the Surviving Company, as existing on the Effective Date, shall continue in full force as the Regulations of the Surviving Company until altered, amended, or repealed as provided in the Regulations or as provided by law.

ARTICLE 6

ENFORCEMENT AND INTERPRETATION

Entire Agreement and Counterparts

6.01. This instrument and any exhibits attached to and incorporated into the instrument contain the entire Agreement between the parties with respect to the transaction contemplated by the Agreement. It may be executed in any number of counterparts; however, all counterparts taken together shall be deemed to constitute one original.

Controlling Law

6.02. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, the state in which this Agreement is being executed.

WAGONER PERSONNEL, LLC,
a Texas limited liability company

By: *Ray N. Wagoner*
Title: *Owner*

INSTAFF PERSONNEL OF SULPHUR SPRINGS, LLC
a Texas limited liability company

By: *Ray N. Wagoner*
Title: *Owner*

INSTAFF PERSONNEL, LLC,
a Texas limited liability company

By: *Ray N. Wagoner*
Title: *Owner*

EXHIBIT "A"

<u>Member</u>	<u>Sharing Ratio</u>
Dane Reese	5%
Randy and Elizabeth Burkhart Living Trust. Dated October 2, 1997	15.675%
Keith Phillips	15.675%
InStaff Personnel of Texas, Inc.	30%
Sangar, Ltd.	33.3035%
Sangar Management Company, Inc.	34.65% 100%