

05-04-2001



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RECORDATION FORM COVERSHEET
TRADEMARKS ONLY

79 25 2001

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

4-23-01

Submission Type

New

Resubmission (Non-Recordation)

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment

Security Agreement

Merger

Change of Name

Other

License

Nunc Pro Tunc Assignment

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0227), Washington, D.C. 20503. See OMB Information Collection Budget Package 0551-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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40.00 OP

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 No.

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"/>	<input type="text" value="2201662"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved:

#

Fee Amount

Fee amount of properties listed (37 CFR 3.41):

Method of Payment:
Deposit Account

Enclosed 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.

JoAnn M. Holmes

JoAnn M. Holmes

4/23/01

Name of Person Signing

Signature

Date

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement"), effective as of July 1, 1999, is between RANDSTAD STAFFING SERVICES USA, INC., a Georgia corporation ("RSS USA") and RANDSTAD STAFFING SERVICES, L.P., a Georgia limited partnership ("RSS LP").

WITNESSETH:

WHEREAS, on the date hereof, Randstad Participatie Maatschappij bv plans to contribute all of its partnership interests in RSS LP to RSS USA; and

WHEREAS, the contribution of such interests to RSS USA will cause a dissolution (the "Dissolution") of RSS LP; and

WHEREAS, upon such dissolution, RSS USA, as sole partner of RSS LP, is entitled to the assets of RSS LP following satisfaction of liabilities to creditors (or provision for satisfaction of such liabilities); and

WHEREAS, RSS USA is willing to assume all of the liabilities of RSS LP upon distribution to it of all assets of RSS LP;

NOW, THEREFORE, for and in consideration of the premises, the mutual promises, covenants and agreements contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound, hereby agree as follows:

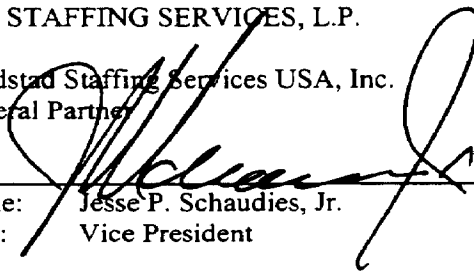
1. Effective as of the date of the Dissolution, RSS LP hereby transfers and assigns to RSS USA all of the assets and property rights of RSS LP, real, personal or mixed, tangible or intangible, of every nature whatsoever, and RSS USA does hereby assume and agree to pay, perform and discharge promptly and fully when due all of the liabilities and obligations of any nature whatsoever of RSS LP, all in accordance with the terms and conditions applicable thereto.
2. This Agreement shall be governed by and construed in accordance with the law of the State of Georgia, without regard to the conflicts of law rules of such state.
3. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the day and year first above written.

“RSS LP”

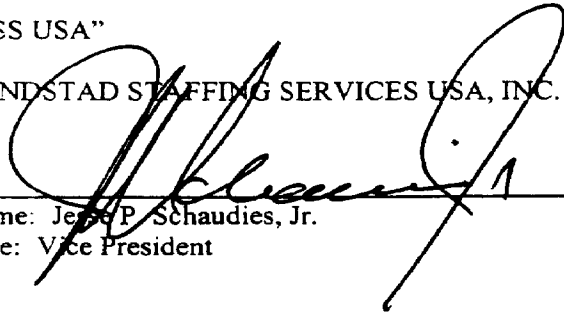
RANDSTAD STAFFING SERVICES, L.P.

By: Randstad Staffing Services USA, Inc.
Its: General Partner

By: 
Name: Jesse P. Schaudies, Jr.
Title: Vice President

“RSS USA”

RANDSTAD STAFFING SERVICES USA, INC.

By: 
Name: Jesse P. Schaudies, Jr.
Title: Vice President