



**AMENDMENT TO  
ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Amendment is dated 9/1/2001 to the Assignment And Assumption Agreement effective as of September 1, 2000 (the "Agreement") by and between SPHERION CORPORATION, a Delaware corporation ("Spherion") and ENTHUSIAN CORP., a Delaware corporation ("Enthusian").

**WITNESSETH:**

**WHEREAS**, the parties hereto have entered into the Agreement providing among other things for the assignment of certain intellectual property from Spherion to Enthusian and the assumption of certain duties and responsibilities attributable to Spherion in connection with such intellectual property; and,

**WHEREAS**, Spherion Corporation was inadvertently named as the owner of such intellectual property, when in fact, Spherion Pacific LLC, a subsidiary of Spherion Corporation, is the rightful owner of such intellectual property; and

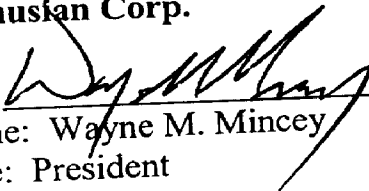
**WHEREAS**, the parties now wish to amend the Agreement to reflect the appropriate party;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereby agree as follows:

All references to Spherion Corporation shall be replaced throughout the Agreement with Spherion Pacific LLC.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed on their behalf by their duly authorized representatives as of the Effective Date.

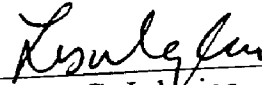
**Enthusian Corp.**

By:   
Name: Wayne M. Mincey  
Title: President

**Spherion Pacific LLC**

By:   
Name: Shannon W. Russo  
Title: Treasurer

**Spherion Corporation**

By:   
Name: Lisa G. Iglesias  
Title: Vice President, Secretary and General Counsel

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") effective as of September 1, 2000 (the "Effective Date"), is by and between SPHERION CORPORATION, a Delaware corporation ("Spherion") and ENTHUSIAN CORP., a Delaware corporation ("Enthusian").

### WITNESSETH:

WHEREAS, Spherion is the owner of certain InterimIT.com Software, InterimIT.com Trademarks and Intellectual Property Rights, as each such term is defined herein;

WHEREAS, Spherion or its Business Units have developed and maintain certain business relationships with third parties in connection with the InterimIT.com Business, as defined herein; and

WHEREAS, Spherion desires to assign and transfer the InterimIT.com Software, InterimIT.com Trademarks, the Intellectual Property Rights and InterimIT.com Business to Enthusian, and Enthusian is willing to accept such assignment and transfer, and assume certain duties and responsibilities in connection with establishing Enthusian as joint venture of Spherion and Accenture LLP (formerly known as Andersen Consulting LLP).

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties agree as follows:

### ARTICLE I DEFINITIONS

**"Business Units"** means any corporation, partnership, limited liability company or any other type of entity in which Spherion owns fifty percent (50%) or more of the issued and outstanding voting stock or other similar interest or which controls or is under common control with Spherion.

**"Intellectual Property Rights"** means any and all patents, copyrights, trade secrets, know how and other proprietary information, and any other intellectual property rights, and all applications and registrations thereof, which are related to, are embodied or incorporated in, or are used in conjunction with the InterimIT.com Software, as of the Effective Date.

“InterimIT.com Business” means, all of the business arrangements and undertakings in effect as of the Effective Date between Spherion or its Business Units and any third parties for products or services utilizing the InterimIT.com Software, the InterimIT.com Trademarks or the Intellectual Property Rights, as more particularly set forth in Schedule A, attached hereto and made a part hereof.

“InterimIT.com Software” means, all of the components and modules of all existing versions of the InterimIT.com job board software owned by Spherion, together with all related manuals, plans, diagrams and other documentation, as of the Effective Date.

“InterimIT.com Trademarks” means those trademarks, service marks or trade names used by Spherion or its Business Units in connection with the InterimIT.com Software, all as more particularly set forth in Schedule B, attached hereto and made a part hereof.

## ARTICLE II TRANSFER AND ASSIGNMENT

Spherion hereby assigns, transfers and conveys to Enthusian all of Spherion's right, title and interest in and to the InterimIT.com Software, InterimIT.com Trademarks, Intellectual Property Rights and the InterimIT.com Business.

## ARTICLE III ASSUMPTION

Enthusian hereby accepts the transfer and assignment of the InterimIT.com Software, InterimIT.com Trademarks, Intellectual Property Rights and the InterimIT.com Business from Spherion, and undertakes and assumes all of the duties, responsibilities, liabilities and obligations attributable to Spherion in connection with the InterimIT.com Business or that relate to the InterimIT.com Software, InterimIT.com Trademarks and Intellectual Property Rights that accrue subsequent to the Effective Date.

## ARTICLE IV INDEMNIFICATION

Section 4.01 Indemnification. Subject to the limitation of liability set forth in Section 4.02 hereof, Spherion shall defend, indemnify and hold Enthusian harmless against any and all claims, suits, actions, proceedings, losses, damages, liabilities, costs and expenses arising from, or attributable to, any allegation that the InterimIT.com Software or the InterimIT.com Trademarks, and/or the Intellectual Property Rights infringes any patent, copyright, trademark, trade secret or other proprietary right of any other person, firm, corporation or other entity. Licensor's indemnity obligation, as set forth in this Section 4.01, shall be subject to the following conditions: (i) Enthusian shall provide Spherion with

timely written notice of any and all claims that are within the scope of Spherion's indemnity hereunder; (ii) Spherion shall be solely responsible for the defense, settlement and discharge of any and all such claims; and (iii) Enthusian shall furnish Spherion with such assistance as Spherion shall reasonably request in connection with the defense, settlement and/or discharge of any and all such claims. In the event that the use of any of the InterimIT.com Software, the InterimIT.com Trademarks, or the Intellectual Property Rights, or in Spherion's reasonable opinion is likely to be, prohibited by an order or injunction of a court of competent jurisdiction, Spherion shall provide written notice thereof to Enthusian, and Enthusian shall immediately cease all use of such InterimIT.com Software, the InterimIT.com Trademarks, or any of the Intellectual Property Rights, as the case may be.

**4.02 Limitation on Indemnity.** Enthusian hereby acknowledges and agrees that Spherion's indemnity obligation under Section 4.01 hereof shall not apply to any claim of infringement of third party patents, copyrights, trademarks, trade secrets or other proprietary rights of any other person, firm, corporation or other entity to the extent that such claim of infringement is attributable to Enthusian's negligent or intentional misuse of any of the InterimIT.com Software, the InterimIT.com Trademarks, and/or the Intellectual Property Rights; or (ii) the combination of the InterimIT.com Software, the InterimIT.com Trademarks and/or the Intellectual Property Rights with any third party technology or patents, copyrights, trademarks, trade secrets or other proprietary rights, if such claim of infringement would not have arisen but for such combination. Enthusian further acknowledges and agrees that Sections 4.01 and 4.02 of this Agreement state Spherion's sole obligation, and Enthusian's sole remedy, with respect to any and all claims of infringement of third party patents, copyrights, trademarks, trade secrets and other proprietary rights hereunder.

## **ARTICLE V** **MISCELLANEOUS**


Each party to this Agreement agrees to execute such further documents and to do such further acts and things, as may be required by law, or as shall reasonably be requested to carry out the intent of this Agreement. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. This Agreement shall not be modified or amended except by an instrument in writing signed by both parties. If any one or more provisions of this Agreement shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The descriptive headings contained herein are for convenience only and shall not control or affect the meaning, interpretation or construction of any provision of this Agreement. This Agreement may be executed in several duplicates, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed on their behalf by their duly authorized representatives as of the Effective Date.

**Enthusian Corp.**  
**2050 Spectrum Boulevard**  
**Fort Lauderdale, Florida 33309**


By: \_\_\_\_\_  
Name: Wayne M. Mincey  
Title: President

**Spherion Corporation**  
**2050 Spectrum Boulevard**  
**Fort Lauderdale, Florida 33309**

By:   
Name: Lisa G. Iglesias  
Title: Vice President, Secretary and General Counsel

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**Enthusian Corp.**  
**2050 Spectrum Boulevard**  
**Fort Lauderdale, Florida 33309**

By:   
Name: Wayne M. Mincey  
Title: President

**Spherion Corporation**  
**2050 Spectrum Boulevard**  
**Fort Lauderdale, Florida 33309**

By: \_\_\_\_\_  
Name: Lisa G. Iglesias  
Title: Vice President, Secretary and General  
Counsel

**SCHEDULE A**

**INTERIMIT.COM BUSINESS**

All of the business arrangements and undertakings relating to products or services utilizing the InterimIT.com Software, the InterimIT.com Trademarks or the Intellectual Property Rights, which are in effect as of the Effective Date, between Spherion or its Business Units and the following third parties:



**SCHEDULE B**

**INTERIMIT.COM TRADEMARKS**

1. All unregistered common law trademarks and service marks associated with "InterimIT.com".
2. Service Mark Applications (United States of America):

Mark: "InterimIT.com" (stylized)  
Filing Date: 9/23/99  
Serial Number: 75/804,940  
Application Pending



State of Delaware  
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"SPHERION CORPORATION", A DELAWARE CORPORATION, WITH AND INTO "INTERIM SERVICES INC." UNDER THE NAME OF "SPHERION CORPORATION", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-NINTH DAY OF JUNE, A.D. 2000, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE SEVENTH DAY OF JULY, A.D. 2000.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel, Secretary of State

2137877 8100M  
001335181

AUTHENTICATION: 0534230  
DATE: 06-30-00

COPY

TRADEMARK  
REEL: 002372 FRAME: 0876

## TRANSFER OF ASSETS AGREEMENT

THIS AGREEMENT is effective as of January 2, 2000, at 3:20 p.m., by and between Interim Services Pacific LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Assignor"), and Interim Pacific Enterprises LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Assignee").

### WITNESSETH:

WHEREAS, pursuant to the business reasons outlined in the Board Resolutions dated January 1, 2000, the Board of Directors or Managers, as the case may be, of each of the entities do deem it advisable, and generally for the welfare of each of the entities and their respective shareholders or members, to transfer certain real and personal property or interests therein from the Assignor to the Assignee, under and pursuant to the terms and conditions hereafter set forth, as a capital contribution by Assignor to Assignee.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and undertakings of the parties herein set forth, it is agreed as follows:

1. (a) Assignor hereby transfers, assigns, and conveys unto the Assignee all rights, title and interest in and to the Assets, as defined herein, relating to:

(i) the operations of Assignor in the States of Arizona, Colorado, Hawaii, Idaho, Kansas, Nebraska, Nevada, North Dakota, Oregon, South Dakota and Utah (the "States"), including but not limited to the property described on Exhibit "A" attached hereto, which is made a part hereof as though fully set out herein, together with all and singular the properties, assets, components and appurtenances thereunder belonging or in any way incident or appertaining thereto; and

(ii) the intellectual property described on Exhibit "B" attached hereto, which is made a part hereof as though fully set out herein.

In consideration of such transfer of assets, Assignor shall receive a membership interest in Assignee. "Assets" (or individually an "Asset") means all right, title and interest in and to the real and personal property assets of Assignor utilized for Assignor's retail operations, including all of the following items: (a) tangible personal property (such as machinery, equipment, parts and supplies, tools, furniture, automobiles and trucks) located in the States; (b) leasehold interests in real estate located in the States; (c) cash, accounts receivable and all rights to the proceeds of the accounts receivable, accounts, notes and other receivables located in the States; (d) agreements, contracts, indentures, mortgage instruments, books, records, ledgers, files, documents, correspondence, plans, drawings and specifications, including any employment agreements or contracts with domestic employees located in the States; (e) the general intangibles of Assignor which consist of copyrightable works, trade secrets and confidential business information, client lists, computer software, and goodwill; and (f)

intellectual property, including but not limited to trademarks, servicemarks, tradenames and copyrights.

(b) Assignee does hereby assume any and all obligations of Assignor to its franchisees and licensees under all of its franchise and license agreements existing on the date hereof. Assignor shall remain responsible in solido with the Assignee and any subsequent Assignee for the full and faithful performance of all obligations of Assignor to its franchisees and licensees under its franchise and license agreements with them.

(c) If the conveyance and assignment attempted to be made hereunder of any agreement, lease, permit, license, right, claim or other Asset would be ineffective as between Assignor and Assignee without the consent of any third person, or would serve as a cause for terminating or invalidating any such agreement, lease, permit, license, right, claim or other Asset or would cause or serve as a cause for the loss of ownership thereof, then such Asset is temporarily excluded from the aforesaid conveyance and assignment. However, Assignor shall, to the greatest extent permitted, hold such Asset for the exclusive use and benefit of Assignee until such consent has been obtained. Upon the obtaining of such consent, no further conveyance or assignment shall be required, but full and complete title to such Asset shall automatically become vested in Assignee by virtue of this Agreement.

2. In further consideration for such transfer, the Assignee does hereby assume and obligate itself to pay any and all income taxes, both state and federal, resulting from the collection and payment of the accounts receivable transferred to the Assignee pursuant to this Agreement, and Assignee shall pay all sales, use and similar taxes arising out of the sales, conveyances, assignments, transfers, and deliveries to be made hereunder.

3. ALL SALES, CONVEYANCES, ASSIGNMENTS, TRANSFERS AND DELIVERIES TO BE MADE HEREUNDER WILL BE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS, RIGHTS AND BUSINESSES TO BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED HEREUNDER WILL BE SOLD, CONVEYED, ASSIGNED, TRANSFERRED AND DELIVERED "AS IS", AND ASSIGNOR EXPRESSLY DISCLAIMS ANY WARRANTIES OF CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This Agreement is made, however, with full rights of substitution and subrogation of Assignor in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

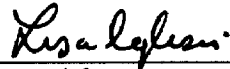
4. All of the above transactions in connection with the transfer of Assets are intended to be tax-free contributions to capital under Section 118 of the Internal Revenue Code of 1986, as amended.

5. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto. This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the

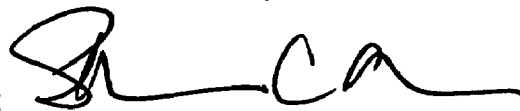
parties hereto. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware.

IN WITNESS WHEREOF, the Assignor and the Assignee, by and through their duly authorized officers have caused this instrument to be executed effective on January 2, 2000, at 3:20 p.m.

Interim Services Pacific LLC

By:   
Name: Lisa Lyles  
Title: Vice President

Interim Pacific Enterprises LLC

By:   
Name: Shannon Allen  
Title: Vice President

**EXHIBIT B  
TO THE TRANSFER OF ASSETS AGREEMENT  
BETWEEN INTERIM SERVICES PACIFIC LLC AND  
INTERIM PACIFIC ENTERPRISES LLC**

Interim Services Pacific LLC transfers one hundred percent (100%) and any and all Intellectual Property in any state (not limited to the States outlined in the Transfer of Assets Agreement to which this Exhibit is attached) which Interim Services Pacific LLC currently owns which may or may not be specifically listed below, including, but not limited to, trademarks, tradenames, internet domain names and other intangible property.

**U.S. TRADEMARKS/SERVICEMARKS REGISTRATIONS/APPLICATIONS**

<u>Mark</u>	<u>Registration or Serial No.</u>
1-800-A-CAREER	75/498,209
A CAREER	75/806,253
AIMNET	75/110,328
CallTask	75/283,299
DELIVERABLE QUALITY METHOD	75/858,693
EMERGING WORKFORCE	75/807,096
ENTERCHANGE	74/036,486
Esqm	75/858,825
EXACT MATCH INTERVIEWER – NORRELL SERVICES	74/521,833
EXACT MATCH MATCHWEAR – NORRELL SERVICES	74/521,834
HOW THE WORLD IS WORKING	75/475,494
HR EASY	2,040,650
HUMAN CAPITAL FINANCIAL INDEX	75/804,939
INTERIM	74/054,496
INTERIM ACCOUNTING	74/511,189
INTERIM ATTORNEYS	75/176,937
INTERIM COURT REPORTING	75/242,801
InterimIT.com	75/804,940
INTERIM LEGAL	74/510,701
INTERIM ON-PREMISE	74/511,190
INTERIM OUTPLACEMENT	75/789,268
INTERIM PERSONNEL SERVICES	74/092,471
INTERIM TECHNOLOGY	75/024,288
IT/ENTERPRISE MANAGER	75/560,718

IT/REQUIREMENTS MANAGER	75/598,402
IT/TEST MANAGER	75/560,719
IT/WORK REQUEST MANAGER	75/558,867
NORRELL MASTER VENDOR PARTNERING	74/352,906
NORRELL (stylized)	1,230,210
NORRELL FINANCIAL STAFFING	2,000,893
PERSONNEL POOL	74/312,792
SKILL ANALYZER	74/213,188
STRATFORD GROUP	75/211,781
STRATFORD GROUP (and design)	75/211,706
STRATFORD GROUP (design)(broken circle)	75/211,724
TDSS (design)	74/213,459
TDSS (wordmark)	74/213,461
TEMPLINK	721,436
TEST CYCLE	74/104,823
THE EXECUTIVE SPEAKER	74/128,633
VALI/TEST PRO	75/018,090

**U.S. REGISTERED COPYRIGHTS**

<u>Title of Work</u>	<u>Registration No.</u>
ACCOUNT MANAGEMENT SYSTEM MANUAL	TX 4-593-997
APPLICATION SHEET	TX 4-426-622
A PRODUCTIVE EMPLOYEE MANAGEMENT PROGRAM	TX 1-335-850
A PRODUCTIVE EMPLOYEE MANAGEMENT PROGRAM - DETAILED STUDY	TX 1-366-519
BRANCH PROCEDURES MANUAL	TX 1 208-772
CAPPS Computer Program (Completely Automated Personnel Pool System - Computer Program)	TX 1-208-426
CAPPS System Documentation (Completely Automated Personnel Pool System - System Documentation)	TX 1-206-376

CAREER CONTINUATION MANUAL EXECUTIVE PROGRAM	TX U309181
CAREER CONTINUATION MANUAL GROUP/ PROFESSIONAL PROGRAM ALSO CALLED JOB SEARCH WORKSHOP	TX U317751
CAREER CONTINUATION MANUAL HOURLY PROGRAM	TX 4-024-686
CAREER INTERSECT	TX U351570
CAREER MANAGEMENT WORKSHOP	TX 4-023-687
CAREER PLANNING SENTENCE COMPLETION FORM	TX U433921
CORNERSTONES (CD Rom Disk)	Pending
CORNERSTONES (guide text & art)	Pending
CORNERSTONES (speech text)	Pending
CORNERSTONES (Video Cassette)	Pending
DELIVERABLE QUALITY METHOD	Pending
ELECTRONICS REFERENCE GUIDE	TX 470,232
FEASIBILITY STUDY ANALYSIS GUIDE	TX 4-566-661
FEASIBILITY STUDY TRAINING MANUAL	TX 4-573-675
FUNTION POINT MANAGER, Version 1.0	TX 3-964-957
IMPLEMENTATION MANUAL	TX 4-573-677
INKJET CONTROL SYSTEM IV, Version 2.4	TX 3-270-090
INSIDERS' GUIDE	A 635386
LET US HELP BROCHURE (8 pages)	772,996
MANAGING IN TRANSITION PROGRAM – MANAGING THE IMPACT OF CHANGE PROGRAM – COMMITMENT COACHING	TX 4-096-256
MARS METRICS, Version 2.01	TX 3-273-947
MODELS FOR TRANSITION	TX 3-013-410



MODELS FOR TRANSITION II NORRELL PLAN	TX 3-010-457 TX 1 208-657
NORRELL TEMPORARY SERVICE MANAGEMENT SYSTEM	TX 1 208-656
OFFICE PERSONNEL OPERATIONS MANUAL	546,648
OFFICE WORKERS INSPIRATIONAL CALENDAR	238,169
OPERATIONS AND SALES ORIENTATION COURSE	SR 48-928
Orientation Brochure and Workplace Safety Rules Leaflet	TX 4-426-623
ORIENTATION PROGRAM FOR OPERATIONS ASSOCIATES	TX 2 567-716
ORIENTATION PROGRAM FOR PROFIT CENTER MANAGERS: SALES MODULE	TX 2 294-474
Paratech (P)/Light Industrial (LI) Skill Codes Sheet	TX 4-426-621
PEOPLE CARING FOR PEOPLE (Words and Music)	PA 365,463
PEOPLE HELPING PEOPLE (Words and Music)	PA 365,504
PERSONNEL POOL OF AMERICA'S "INSIDER'S GUIDE" - Tools	635,386
PROFITS ARE FOR EVERYBODY	PA 197-524
Safety Quiz and Reference Letter	TX 4-426-620
SELF-DIRECTED CAREER RESUME PRE-WORKSHOP ASSESSMENT SESSION	TX U351615
SKILLS ASSESSMENT PROGRAM	SR 38-635
SPECIALIZED MARKETS REFERENCE MANUAL	TX 1 208-777
SPOUSE ORIENTATION – THE DECISION TO RETIRE	TX 4-089-715
START YOUR OWN BUSINESS PROGRAM	4-232-676
TDSS	TX 501-244
TEMPORARY HEROES (Music)	PA 539,987
TEST CYCLE	TX 3-273-946

