

10-21-2002



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

RECORDATION FORM

TRADEMARKS ONLY

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

1. Name of conveying party(ies): 10-15-02
ONSTAFF (f/k/a TITLE TEMPS, INC.)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State (California)
 Other _____

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

2. Name and address of receiving party(ies)
 Name: OnStaff Acquisition Corp.
 Internal Address: _____
 Address: _____
 Street Address: 2750 North First Street, Suite 400
 City: San Jose State: CA Zip: 95131

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

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

Execution Date: 08/09/2002

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76/386,994

B. Trademark Registration No.(s)
2,404,321; 2,414,026

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Kendall I. Thiessen
 Internal Address: _____
 Street Address: 1801 California St.
Suite 4100
 City: Denver State: CO Zip: 80202

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 900
 Enclosed
 Authorized to be charged to deposit account for any deficiency of fees

8. Deposit account number:
50-0792

(Attach duplicate copy of this page if paying by deposit account)

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 FINANCE SECTION
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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.

Kendall I. Thiessen
 Name of Person Signing

[Signature]
 Signature

10-8-02
 Date

Total number of pages including cover sheet, attachments, and document:

10/18/2002 LMUELLER 00000108 76386994

01 FC:8521 40.00 OP
 02 FC:8522 50.00 OP

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
REEL: 002601 FRAME: 0800

Assignment of Trademark

WHEREAS, ONSTAFF, a California corporation (formerly known as TITLE TEMPS, INC.) having an address of 3400 West Alameda Ave., Suite 200, Burbank, CA 91505 (hereinafter "Assignor") is the owner of the registered marks "Escrowboard.com" (U.S. Reg. No. 2,404,321), "Titleboard.com" (U.S. Re. No. 2,414,026), and "TT Title Temps" (and design) (U.S. Reg. No. 2,530,122) as well as a registration application for the mark "Onstaff" (U.S. App. No. 76/386.994) (hereinafter the "Marks"); and

WHEREAS, OnStaff Acquisition Corp., a Delaware corporation, having an address of 2750 North First Street, Suite 400, San Jose, CA 95131 (hereinafter "Assignee") is desirous of acquiring any and all rights that Assignor may have in and to said Marks, together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, Assignee and Assignor have entered into an agreement whereby Assignee will purchase certain assets from Assignor, including the Marks (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign unto Assignee all right, title and interest in and to said Marks including any governmental registrations (or applications thereof) throughout the world together with the goodwill of the business in connection with which said Marks are used and which is symbolized by said Marks, along with the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other acts, the Assignee may reasonably require in order to vest all Assignor's rights, title, and interest in and to said Mark in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of Assignor.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and, in the case of any trademark registrations, or applications therefor, made or filed with any office of any country or countries foreign to the United States, any officer of such country whose duty it is to issue trademarks or other evidence or forms of intellectual property protection or applications as aforesaid, to issue the same to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this instrument.

ONSTAFF, formerly known as TITLE TEMPS,
INC.

By: *[Signature]*
Name: *[Signature]*
Title: President
Date: 8/9/02