

04-03-2003

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

3-31-03

RECOR TR



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DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

ZIMM NETWORK, 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: BOTH STAFFING COMPANIES, INC

Internal Address: SUITE 100

Street Address: 333 CITY BLVD WEST

City: ORANGE State: CA Zip: 92868

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State CALIFORNIA
- 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: NOVEMBER 19, 2001

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

A. Trademark Application No.(s)

75382795

B. Trademark Registration No.(s)

2492903

Additional number(s) attached Yes No

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

Name: ROBERT HANKIN

Internal Address: SUITE 100

Street Address: 333 CITY BLVD WEST

City: ORANGE State: CA Zip: 92868

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:

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

DO NOT USE THIS SPACE

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.

ROBERT HANKIN

Name of Person Signing

PL

Signature

3/26/03

Date

Total number of pages including cover sheet, attachments, and document: 3

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

TRADEMARK
REEL: 002705 FRAME: 0290

AGREEMENT AND GENERAL RELEASE AGREEMENT

This Agreement and General Release Agreement (the "Agreement") is made as of this 19th day of November, 2001 by and between ZING NETWORK, INC., a California corporation ("ZING"), and Roth Staffing Companies, Inc., a California corporation ("COMPANY").

WHEREAS, COMPANY desires to purchase certain assets from ZING including the www.zing.com URL and the trademark serial number 75382795 with a registration number of 2,492,903; and

WHEREAS, COMPANY and ZING and COMPANY desire to settle all amounts due to each other;

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

1. COMPANY hereby agrees to pay ZING, and ZING agrees to accept, the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all amounts owed by COMPANY to ZING pursuant to this Agreement.
2. COMPANY acknowledges that it verified the legal status of the trademark mentioned above (including but not limited to its classes of service) and it is fully satisfied with its status. COMPANY is also aware that Zing shall continue to use the name Zing as its corporate name until authorized by its shareholders to change it, and that nothing in this transaction limits Zing from doing so, provided, however, that Zing shall take such steps as are reasonably necessary to expeditiously obtain such authorization from its shareholders.
3. This Agreement contains the entire agreement and understanding of the parties hereto. The terms of this Agreement and release are contractual and are not a mere recital. No modification of or amendment of this Agreement, nor any waiver of any of the rights subject to this Agreement will be effective unless in writing signed by the party to be charged.
4. In the event either party to this Agreement brings legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable fees and expenses, including attorneys' fees, incurred by such party.
5. COMPANY agrees to indemnify and hold harmless Zing Network, Inc. and Zing Network, Inc. shareholders, directors, officers, employees, agents and counsel (Zing Network, Inc. and each such other person being hereinafter referred to as an "Indemnified Person") from and against any loss, damage, liability, claim or expense (including attorney's fees) suffered or incurred by, or asserted against, an Indemnified Person (including any amounts paid in settlement of any action, suit, proceeding or claim brought or threatened to be brought under the Federal or state securities laws, at common law or otherwise) which arises in connection with COMPANY's acquisition of the above mentioned assets and COMPANY's usage of such assets; provided however, there shall be excluded from such indemnification and reimbursement any such loss,

damage, liability, claim or expense which arises primarily out of or is based primarily upon any action or failure to act by Zing Network, Inc. (other than an action or failure to act undertaken at the request or with the consent of the COMPANY). ZING agrees to indemnify and hold harmless COMPANY and COMPANY's shareholders, directors, officers, employees, agents and counsel ("COMPANY Indemnified Persons") from and against any loss, damage, liability, claim or expense (including attorney's fees) suffered or incurred by, or asserted against, a COMPANY Indemnified Person (including any amounts paid in settlement of any action, suit, proceeding or claim brought or threatened to be brought under the Federal or state securities laws, at common law or otherwise) which arises in connection with the acquired assets as a result of any usage by ZING of the acquired assets.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement shall become effective as of the date of its full execution, and thereafter shall be binding upon and inure to the benefit of each of the parties' respective successors, heirs, assignees, and personal representatives.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement which shall be binding on all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

ZING NETWORK, INC.

By: *John Pledge*
 Name: *John Pledge*
 Title: *President, CEO*
 Date: *12/07/01*

ROTH STAFFING COMPANIES, INC.

By: *Ken M. Roth*
 Name: *Ken M. Roth*
 Title: *Founder & CEO*
 Date: *12/07/01*