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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):

ATS SERVICES, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: STAFFFUNDS, INC.

Internal Address: _____

Street Address: 100 METROPLEX DR - STE. 202

City: EDISON State: NJ Zip: 08817

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2067697

Additional number(s) attached Yes No

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

Name: STAFFFUNDS, INC.

Internal Address: _____

Street Address: 100 METROPLEX DRIVE

SUITE 202

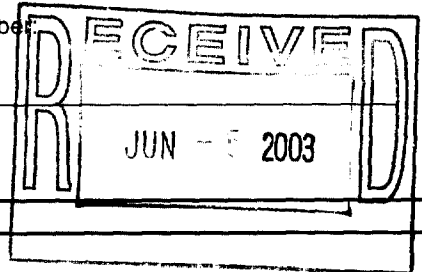
City: EDISON State: NJ Zip: 08817

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 40

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____



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G. ALLEN GETER - PRES.
Name of Person Signing

[Signature]
Signature

5/29/03
Date

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

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

ASSET PURCHASE AGREEMENT

AGREEMENT, made this 20th day of June, 2001, by and between ATS SERVICES, INC., a Florida corporation ("Seller"), and STAFFFUNDS, INC., a Delaware corporation ("AGR").

WHEREAS,

(A) Seller provides funding and/or payroll and invoicing services to various companies, including, without limitation, those clients listed in Exhibit A attached hereto (such listed clients, the "Clients");

(B) Seller and AGR desire to implement procedures whereby AGR will attempt to enter into Sale and Purchase Agreements with the Clients and related agreements and documents pursuant to which, among other things, AGR will purchase from time to time Clients' accounts receivable ("Purchase Documents"); and

(C) In the event AGR enters into Purchase Documents with Clients and purchases accounts receivable thereunder, AGR will pay certain compensation to Seller, and Seller will have certain obligations to AGR, all as more fully described herein;

NOW, THEREFORE, in consideration of the premises and the representations, warranties and agreements herein set forth, the parties hereto agree as follows:

Section 1. PURCHASE AND SALE OF ASSETS; CERTAIN PROCEDURES RELATING TO CLIENTS.

1.1 Subject to the terms and conditions hereof, Seller shall sell, deliver, transfer, assign and convey to AGR by bills of sale and other appropriate instruments of transfer and assignment, as hereinafter provided, free and clear of all liens, claims, charges, restrictions and encumbrances of any kind, nature and description, except as hereinafter provided, and AGR shall purchase from Seller at the Closing (as hereinafter defined) for the consideration herein provided for, all of the Seller's assets and properties described below:

(a) The Seller's trade names StaffFunds, StaffFunds Unlimited, any similar trade mark or trade name and all related intellectual property and goodwill of Seller represented thereby and the Seller's exclusive right to use the same; and

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Telecopier: (904) 645-0390

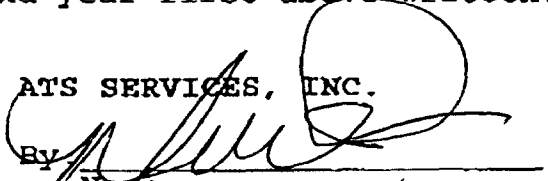
With a copy to:

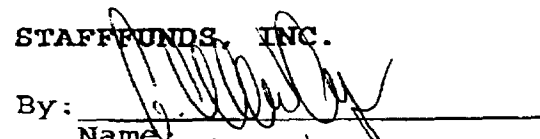
Milam & Howard, P.A.
50 North Laura Street, Suite 2900
Jacksonville, Florida 32203
Attention: G. Alan Howard, Esq.
Telecopier: (904) 357-3661

9.6 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that no party shall assign its obligations hereunder without the prior written consent of the other party.

9.7 The headings in this Agreement are for convenience of the parties and in no way alter, modify, amend, limit, or restrict the contractual obligations of the parties.

IN WITNESS WHEREOF, Seller and AGR have executed and delivered this Agreement the day and year first above written.

ATS SERVICES, INC.
By: 
Name: _____
Title: President/CEO

STAFFFUNDS, INC.
By: 
Name: _____
Title: President