

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement/Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adecco North America, LLC		12/31/2002	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Adecco USA, Inc.		
Street Address:	175 Broad Hollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747-8905		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1544827	ADIA	
Registration Number:	1648564	DISCOVER THE DIFFERENCE	
Registration Number:	1652011	QUALITY AT WORK	
Registration Number:	1836985	THE EMPLOYMENT PEOPLE	
CORRESPONDENCE DATA			
Fax Number:	(650)833-2001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650.833.2373		
Email:	carolanne.bashir@dlapiper.com		
Correspondent Name:	Paul A. McLean		
Address Line 1:	2000 University Avenue		
Address Line 4:	East Palo Alto, CALIFORNIA 94303		
ATTORNEY DOCKET NUMBER:	352068-900200		
NAME OF SUBMITTER:	Paul A. McLean		

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Signature:	/Paul A. McLean/
Date:	12/18/2009
Total Attachments: 8 source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-2#page1.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-2#page2.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-2#page3.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-2#page4.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-2#page5.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-2#page6.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-2#page7.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-2#page8.tif	

CONTRIBUTION AGREEMENT

THIS AGREEMENT is effective as of December 31, 2002, by and between, Adecco North America, LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Assignor"), and ADECCO USA, Inc., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Resolutions dated December 16, 2002, the Sole Member or Board of Directors, 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 member or shareholder, to transfer certain personal property or interests therein from the Assignor to the Assignee, under and pursuant to the terms and conditions hereafter set forth, in exchange for a membership interest from Assignee to Assignor.

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, of Assignor, together with all and singular the properties, assets, components and appurtenances thereunder belonging or in any way incident or appertaining thereto. "Assets" (or individually an "Asset") means all right, title and interest in and to the personal property assets of Assignor including Assets utilized for Assignor's Adecco staffing services operations, including but not limited to the operations associated with the brands described on Exhibit "A" attached hereto located in the state of Alabama, including all of the following items located in the state of Alabama: (a) tangible personal property (such as machinery, equipment, parts and supplies, tools and furniture); (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; and (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. The conveyance of Assets hereunder does not include any of the Excluded Assets. "Excluded Assets means all right, title and interest in and to the personal property assets relating to its Ajilon Staffing and Management Services.

(b) 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.

(c) Assignee hereby assumes, and agrees to perform, fulfill, pay, and discharge in due course, all obligations, duties and liabilities (the "Liabilities") to be performed, fulfilled, paid or discharged by the Assignor in connection with the business operations associated with the Assets of Assignor in the state of Alabama.

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. Assignee hereby acknowledges that the Assets are being transferred to Assignee as a contribution to capital by Assignor pursuant to Section 351 of the Internal Revenue Code of 1986.

5. Assignor does hereby constitute and appoint Assignee, its successors and assigns, the true and lawful attorney of Assignor with full power of substitution for it and in its name, place and stead or otherwise on behalf of Assignor, its successors and assigns, and for the benefit of Assignee, its successors and assigns, to demand and receive from time to time any and all property and assets, real, personal, and mixed, tangible and intangible, hereby conveyed and assigned or intended so to be and to execute in the name of Assignor, its successors and assigns, deeds, assignments and other instruments of further assurance and to give receipts and releases in respect of the same, and from time to time to institute and prosecute in the name of Assignor or Assignee for the benefit of Assignee as may be appropriate, any and all proceedings at law, in equity or otherwise which Assignee, its successors and assigns, may deem proper in order to collect, assert or enforce any claims, rights or title of any kind in and to the Assets hereby conveyed and assigned or intended so to be, and to defend and compromise any and all actions, suits or

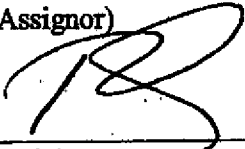
proceedings in respect of any of said Assets and to do any and all such acts and things in furtherance of this Agreement as Assignee, its successors or assigns, shall deem advisable. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or its successors or assigns or by operation of law.

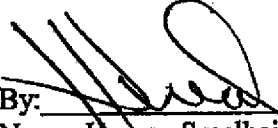
6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining 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.

[SIGNATURE PAGE NEXT]


IN WITNESS WHEREOF, the Assignor and the Assignee, by and through their duly authorized officers have caused this instrument to be executed on December 20, 2002.

ADECCO NORTH AMERICA, LLC
(Assignor)

By: 
Name: Patrick Lyons
Title: Chief Financial Officer

By: 
Name: Harvey Smalheiser
Title: Vice President of Taxation

ADECCO USA, INC.
(Assignee)

By: 
Name: Patrick Lyons
Title: Chief Financial Officer


By: 
Name: Harvey Smalheiser
Title: Vice President of Taxation

EXHIBIT A

**Adecco Employment Services
Adecco Technical
Adecco Industrial
Adecco Financial
TAD Technical
Adecco Franchises**

**WRITTEN CONSENT
OF
SOLE MEMBER
(ASI Staffing, Inc.)**

**OF
ADECCO NORTH AMERICA, LLC
(a Delaware limited liability company)**

Pursuant to the Operating Agreement of ADECCO NORTH AMERICA, LLC (“Company”), a Delaware limited liability company, the undersigned Sole Member of the Company consents in writing that the following resolutions be, and they thereby are, consented to, approved and adopted:

WHEREAS, the Sole Member has been presented with a form Contribution Agreement (the “Contribution Agreement”) between the Company and Adecco USA, Inc., a Delaware corporation, a copy of which is attached hereto, by which the Company will transfer all assets (as defined in the Contribution Agreement) relating to its Adecco Staffing division to Adecco USA, Inc. pursuant to Section 351 of the Internal Revenue Code of 1986, as amended (the “Asset Transfer”) and further cause Adecco USA, Inc. to assume certain liabilities.

WHEREAS, the Sole Member believes the Asset Transfer that is part of an overall business realignment of Company’s subsidiaries is in the best interests of the Company in that it will allow the Company to comply with Adecco S.A.’s global initiative to segregate the operations of its separately branded, operated, and managed divisions of Adecco Staffing and Ajilon Staffing and Management Services by operating the divisions through separate legal entities (Adecco USA, Inc. and Ajilon Professional Staffing LLC, respectively) thereby facilitating the independence and competition of the aforementioned divisions and properly allocating the liabilities and risks among them.

NOW, THEREFORE, BE IT RESOLVED, that the Sole Member approves the Contribution Agreement in the form attached hereto and the transactions contemplated therein.

Realignment 2003 6.1.1

RESOLVED, FURTHER, that the proper officers of the Company be, and hereby are, authorized and directed to perform all actions as contemplated in the Contribution Agreement by year end or as soon as practicable thereafter.

[SIGNATURE PAGE NEXT]

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IN WITNESS WHEREOF, the undersigned Sole Member of ADECCO NORTH AMERICA, LLC, a Delaware limited liability corporation, has executed this Written Consent as of the 16th day of December, 2002 and has directed that it be filed with the minutes of the proceedings of said Company.

ASI STAFFING, INC.
[Sole Member]

By:  _____

Patrick Lyons
Chief Financial Officer

By:  _____

Harvey Smalheiser
Vice President of Taxation