

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Selective Insurance Group, Inc.		01/01/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	AlphaStaff, Inc.		
Street Address:	800 Corporate Drive, Suite 600		
City:	Ft. Lauderdale		
State/Country:	FLORIDA		
Postal Code:	33334		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2935831	EFREEDOM	
Registration Number:	2775270	SELECT EMPLOYER OPTIONS	
Registration Number:	2775271	SEO	
Registration Number:	3203236	SOLUTIONS FOR SUCCESS	
CORRESPONDENCE DATA			
Fax Number:	(305)961-5812		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3055790812		
Email:	mrv@gtlaw.com		
Correspondent Name:	Greenberg Traurig Attn: Manuel Valcarcel		
Address Line 1:	1221 Brickell Avenue		
Address Line 4:	Miami, FLORIDA 33131		
ATTORNEY DOCKET NUMBER:	085528.010600		
NAME OF SUBMITTER:	Manuel Valcarcel		

CH \$115.00 2935831

900158366

TRADEMARK
REEL: 004176 FRAME: 0472

Signature:	/Manuel Valcarcel/
Date:	03/30/2010
Total Attachments: 4 source=Selective Insurance to Alphastaff Intellectual Property Assignment#page1.tif source=Selective Insurance to Alphastaff Intellectual Property Assignment#page2.tif source=Selective Insurance to Alphastaff Intellectual Property Assignment#page3.tif source=Selective Insurance to Alphastaff Intellectual Property Assignment#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is delivered effective as of the 1st day of January, 2010 ("Effective Date") by SELECTIVE INSURANCE GROUP, INC., a New Jersey corporation having an address of 40 Wantage Avenue, Branchville, New Jersey 07890 ("Assignor") to and in favor of AlphaStaff, Inc., a Florida corporation having an address of 800 Corporate Drive, Suite 600, Fort Lauderdale, Florida 33334 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Stock and Asset Purchase Agreement dated as of October 27, 2009 (the "Purchase Agreement"); and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the items listed on Schedule A attached hereto (collectively, the "Assigned Seller Intellectual Property").

NOW, THEREFORE, for \$10.00 (US) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Assigned Seller Intellectual Property for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Seller Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record, as applicable, Assignee as the Assignee and owner of the Assigned Seller Intellectual Property.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Assigned Seller Intellectual Property (including, without limitation, the corresponding rights set forth in the above), free and clear of any liens, security interests, licenses, options or other encumbrances of any kind; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein); and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith. Assignor shall indemnify, defend and hold Assignee and its affiliates harmless from and against any liability, claim or other obligation (including but not limited to any attorneys fees, court costs or other expenses) incurred by or made against Assignee resulting from the breach of any of the foregoing representations and warranties.

Assignor shall take all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Assigned Seller Intellectual Property and this Assignment; (3) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

This Assignment is intended solely to effect the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement, and no provision of this Assignment shall rescind or waive any of the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the indemnification obligations and other obligations of the Assignor) set forth in the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

[Signature page follows]

SCHEDULE A
ASSIGNED SELLER INTELLECTUAL PROPERTY

A. Marks

1. Registrations/Applications

MARK	Applic. Ser.No./Filing Date	Reg. No./Date	CLASS/GOODS/SERVICES
EFREEDOM	76-559,866	2,935,831	35-PROVIDING AN ONLINE DATABASE FOR ADMINISTRATION OF BUSINESS PAYROLL FOR OTHERS, NAMELY, ENABLING A PROFESSIONAL EMPLOYER ORGANIZATION TO MAKE PAYROLL ENTRIES; REVIEW EMPLOYEE RECORDS; AND PREPARE BUSINESS REPORTS RELATING TO HUMAN RESOURCES AND EMPLOYEE COMPENSATION
SELECT EMPLOYER OPTIONS	76-473,387	2,775,270	35-SERVING AS A HUMAN RESOURCES DEPARTMENT FOR OTHERS
SEO	76-473,390	2,775,271	35-SERVING AS A HUMAN RESOURCES DEPARTMENT FOR OTHERS
SOLUTIONS FOR SUCCESS	76-473,391	3,203,236	35-ADMINISTRATION OF BUSINESS PAYROLL FOR OTHERS