

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Sale & Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Adecco SA		06/29/2012	JOINT STOCK COMPANY: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Adecco Inc.		
Street Address:	175 Broad Hollow Rd.		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	85439181	.IDEA	
Registration Number:	2493554	IDEA INTEGRATION	
Registration Number:	2546372	IDEA INTEGRATION	
Registration Number:	3554699	IDEA INTERACTIVE	
Registration Number:	3163494	IDEA ON DEMAND	
CORRESPONDENCE DATA			
Fax Number:	6508332001		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</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:	352069-122/128-131		

CH \$140.00 85439181

NAME OF SUBMITTER:	Carol Anne Bashir
Signature:	/Carol Anne Bashir/
Date:	10/07/2012
Total Attachments: 6 source=ADECCO SA to ADECCO INC - IDEA - s_p agm#page1.tif source=ADECCO SA to ADECCO INC - IDEA - s_p agm#page2.tif source=ADECCO SA to ADECCO INC - IDEA - s_p agm#page3.tif source=ADECCO SA to ADECCO INC - IDEA - s_p agm#page4.tif source=ADECCO SA to ADECCO INC - IDEA - s_p agm#page5.tif source=ADECCO SA to ADECCO INC - IDEA - s_p agm#page6.tif	

Sale and Purchase Agreement

Entered into between

Adecco Inc., a Delaware corporation having its registered office at 175 Broad Hollow Road, Melville, NY 11747, U.S.A., (hereafter referred to as "Adecco")

and

Adecco SA, a Swiss corporation having its registered office at 1275 Chésereux, Switzerland (hereafter referred to as "Seller")

RECITALS

Whereas, Seller is the true and lawful owner of the IDEA trademark portfolio as registered in the US and in Canada and in other countries as specified in this Agreement.

Whereas, Adecco is desirous to buy the rights to the IDEA trademark portfolio as specified in this Agreement and Seller is willing to sell it to Adecco.

Now therefore, parties hereto hereby agree as follows.

ARTICLE 1 OBJECT

Object of the present Agreement is the IDEA trademark portfolio as listed comprehensively in the attached Annex 1 (hereafter "the Trademarks").

The Trademarks are registered respectively trademark applications are filed in the USA, in Canada and also in other countries as specified in Annex 1 (hereafter "the Territory").

ARTICLE 2 PURCHASE AND TRANSFER

- 2.1 The parties hereto agree that Seller shall sell and Adecco shall buy the Trademarks with effect as of 29 June, 11.58 New York time (EST).
- 2.2 The parties further agree that all rights attached to the Trademarks are transferred to Adecco with effect as of as of 29 June, 11.58 New York time (EST). This transfer includes any documentation, description of or materials relating to the Trademarks.

ARTICLE 3 CONSIDERATION

In consideration for the sale and transfer of the Trademarks, Adecco pays to Seller the amount [REDACTED]

Payment of such sum shall be made in cash.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Seller represents and warrants that the Trademarks are registered or applied for in the respective trademark registers and that it has the ability to transfer the Trademarks in accordance with this Agreement. Except the foregoing, Seller does not give any other representation or warranty to Adecco in respect to the Trademarks. In particular, no representations or warranties are made in respect of the validity or enforceability of the Trademarks.

Seller is aware of two Coexistence Agreements regarding the trademark IDEA which are attached to this Agreement in Annex 2.

ARTICLE 5 LICENSE AGREEMENTS

- 5.1 Seller represents and warrants that it is not a party to any valid or subsisting license agreement with a third party regarding the use of the Trademarks in the Territory.

ARTICLE 6 DOCUMENTS

- 6.1 Seller shall, upon written request by Adecco, deliver to Adecco all documents or other records relating to the application and registration of the Trademarks within the Seller's possession or control.
- 6.2 Seller shall at all times promptly do all such acts and execute all such documents as Adecco may require to give full effect to this assignment and to secure Adecco or any successor entitled thereof the full benefit of all the rights assigned to Adecco hereunder.

ARTICLE 7 INTERPRETATION AND GOVERNING LAW

- 7.1 This Agreement sets forth the entire intent and understanding of and between the parties relating to the subject matter hereof and merges all prior discussion and associations between them, and neither party shall be bound by any condition, definition, representation or warranty other than is expressly set forth herein or as subsequently set forth in writing and executed by the duly authorized officer or officers of the party or parties to be bound thereby.

7.2 This Agreement shall in all respect be governed by and construed in accordance with the laws of Switzerland.

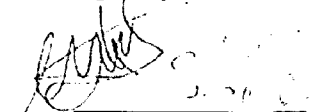
7.3 For all disputes and controversies arising out of or related to this Agreement the parties hereto expressly agree to submit them to the Courts of the Canton of Zürich, Switzerland.

ARTICLE 8 SEVERABILITY

Should any provision of this agreement be declared void or non-enforceable, such declaration shall not affect the rest of this agreement which shall be fully valid and enforceable. The parties shall be released from all the rights and obligations arising out of the provision declared void or unenforceable, but only the extent such rights or obligations are directly affected by such invalidity or unenforceability. In this case the parties shall negotiate in good faith in order to replace the provision declared void or unenforceable with a new provision valid and enforceable, which preserves the original intentions of the parties.

IN WITNESS WHEREOF, the parties have signed this agreement in two original counterparts by the officers duly authorized for this purpose.


Signed by Adecco SA



Carlos Estrella

Date:

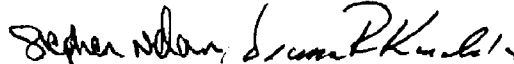
June 24, 2012



Dominik de Dänid

SABINE WILHELM

Signed by: Adecco Inc.



Stephen Nelson

Date:

June 29, 2012

Annex 1

TRADEMARKS

Trademarks shall include all goodwill and other intangible assets anywhere in the world associated with the Registered Marks, including licenses to third parties of the Registered Marks, documents and website content using the Registered Marks and the name "Idea" and "Idea Integration" in whatever form used in Seller's and its Affiliates' business worldwide.

(See the attached list of Idea Registered Marks)

Idea Exhibit A.docx

Annex 1									
Case	Country	Applicant	App No.	App Date	Reg No.	Reg Date	Renewal	Closed	Printed: 20.08.2012
TM11782CA00 IDEA (logotype in colours)	Canada	Adesso S.A.	1546377	04.10.2011					
TM11776CA00 IDEA INTEGRATION (logotype)	Canada	Adesso SA	1253957	15.10.2004	TM11655195	09.07.2008	09.07.2021		
TM11773CA00 IDEA INTEGRATION (word)	Canada	Adesso SA	1090414	24.05.2000	TM11667560	13.07.2005	13.07.2021		
TM11776CA00 IDEA.COM (word)	Canada	Adesso SA	1287476	12.05.2005	TM11665533	26.01.2007	26.04.2022		
TM11792EU00 IDEA (logotype in colours)	EU	Adesso S.A.	010148071	26.07.2011					
TM11773EU00 IDEA INTEGRATION (word)	EU	Adesso S.A.	001744275	07.07.2000	001744275	29.02.2003	07.07.2020		
TM11776EU00 IDEA.COM (word)	EU	Adesso S.A.	001744666	07.07.2000	001744666	07.07.2000	07.07.2020		
TM11782IN00 IDEA (logotype in colours)	India	Adesso S.A.	2210590	05.10.2011					
TM11782IN01 IDEA (logotype in colours)	India	Adesso S.A.	2210591	05.10.2011					
TM11782W000 IDEA (logotype in colours) Australia, China, Japan, Viet Nam	Int. Agreement &	Adesso S.A.			1096637	25.03.2011	26.03.2021		
TM11782MX41 IDEA (logotype in colours)	Mexico	Adesso S.A.	1217393	05.10.2011					
TM11782MX35 IDEA (logotype in colours)	Mexico	Adesso S.A.	1217391	05.10.2011					
TM11782CH01 IDEA (logotype in colours)	Switzerland	Adesso S.A.	585762011	22.07.2011	682309	19.09.2011	22.07.2021		
TM11782CH09 IDEA (logotype in colours)	Switzerland	Adesso S.A.	513102011	03.04.2011	5188310	25.03.2011	03.04.2021		
TM11782TH42 IDEA (logotype in colours)	Thailand	Adesso SA	820132	05.10.2011					
TM11782TH41 IDEA (logotype in colours)	Thailand	Adesso SA	823131	05.10.2011					
TM11782TH35 IDEA (logotype in colours)	Thailand	Adesso SA	823130	05.10.2011					
TM11733GB00 IDEA INTEGRATION (word)	United Kingdom	Adesso SA		03.07.2000	2254135	01.08.2003	05.07.2020		
TM11782US00 IDEA (logotype in colours)	United States	Adesso S.A.	85439161	04.10.2011					
TM11782US12 IDEA INTEGRATION (logotype)	United States	Adesso SA	78492772	20.07.2000	2513372	17.03.2007	12.03.2022		
TM11773US00 IDEA INTEGRATION (word)	United States	Adesso SA	758931129	17.12.1992	2493554	25.09.2001	25.09.2021		
TM11782US00 IDEA INTELLECTIVE (word)	United States	Adesso SA	771127178	02.03.2007	3551690	03.12.2008	30.12.2018		
TM11771US00 IDEA OF DEMAND (word)	United States	Adesso SA	782368021	07.04.2004	3163194	24.10.2004	24.10.2016		

Search criteria: Items No.=Adesso SA, Case Type=TM, Catchword=556267

End of Report

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Annex 2:

1. Coexistence Agreement between Modis IP Services Corp, US and Caseware International Inc., US regarding the use of IDEA dated 14 March 2002 including a direct undertaking not to use the element IDEA as part of a trademark / design in Canada, the United Kingdom or the European Community in association with

"computer software for auditing, financial statement preparation or statistical sampling whether or not for auditing, financial statement preparation or statistical sampling whether or not offered primarily to accountants, auditors or financial consultants or (ii) computer software offered primarily to accountants or auditors whether or not for auditing, financial statement preparation or statistical sampling."

This restriction is valid for Canada, UK and the European Union only.

2. Coexistence Agreement between Apoorva Corp, US and Adecco SA, Switzerland dated 12 April 2012 regarding the coexistence between our IDEA mark and the other party's IDEA FRAMEWORK mark in the US.