



## ASSIGNMENT

**THIS ASSIGNMENT**, by Margaret Zarrelli (hereinafter Assignor), residing at 19 Marseille Terrace, Morganville, New Jersey 07751;

**WHEREAS**, Assignor has invented certain new and useful improvements in **SYSTEM AND METHOD FOR INTERNET BASED PROCUREMENT OF GOODS AND SERVICES**, set forth in the application for Letters Patent of the United States, already filed on January 25, 2007 as U.S. Application No. 11/698,603; and

**WHEREAS**, Volt Information Sciences Inc., a corporation organized under and pursuant to the laws of New York having its principal place of business at 560 Lexington Avenue, 15th Fl., New York, New York 10022 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to the inventions and the Application for Letters Patent of the United States, and in and to any Letters Patent of the United States to be obtained therefor and thereon.

**NOW, THEREFORE**, in consideration of One Dollar (\$1.00) and other good and sufficient consideration, the receipt of which is acknowledged, Assignor has sold, assigned, transferred and set over, and does sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in and to the above-mentioned inventions and application for Letters Patent, and in and to any and all direct and indirect divisions, continuations and continuations-in-part of the application, and any and all Letters Patent in the United States and all foreign countries which may be granted therefor and thereon, and reissues, reexaminations and extensions of said Letters Patent, and all rights under the International Convention for the Protection of Industrial Property, same to be held and enjoyed by Assignee, for its own use and benefit and the use and benefit of its successors, legal representatives and assigns, to the full end of the term or terms for which Letters Patent may be granted and/or extended, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

AND for the same consideration, Assignor represents and warrants to Assignee, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, except for any rights, titles and/or interests that have arisen to Assignee under law or that have already been transferred to Assignee, Assignor is the sole and lawful owner of the entire right, title and interest in and to the inventions and application for Letters Patent above-mentioned, and that same are unencumbered and that Assignor has good and full right and lawful authority to sell and convey same in the manner set forth in this Assignment.

AND for the same consideration, Assignor covenants and agrees to and with Assignee, its successors, legal representatives and assigns, that Assignor will sign all papers and documents, take all lawful oaths and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of any Letters Patent and applications for Letters Patent for said inventions, without charge to Assignee, its successors, legal representatives and assigns, whenever counsel of Assignee, or counsel of its successors, legal representatives and assigns, does advise: that any proceeding in connection with the inventions, or Patent application for Letters Patent, or any proceeding in connection with any Letters Patent or applications for Letters Patent for the inventions in any country, including but not limited to interference proceedings, is lawful and desirable; or, that any division, continuation or continuation-in-part of any application for Letters Patent, or any reissue, reexamination or extension of any Letters Patent, to be obtained thereon, is lawful and desirable.

AND Assignor requests the Commissioner of Patent and Trademarks to issue Letters Patent of the United States to Assignee, as Assignee of inventions and the Letters Patent to be issued thereon, for the sole use and benefit of Assignee, its successors, legal representatives and assigns.

AND Assignor hereby grants the following individuals the power to insert on this Assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document:

WINSTEAD PC

All practitioners at Customer Number 61060

AND Assignor acknowledges an obligation of assignment of this invention to Assignee at the time the invention was made.

AND Assignee agrees to indemnify and hold harmless Assignor against any and all claims and/or causes of action and/or judgments against Assignor related to execution by Assignor of this Assignment and execution of an inventor's declaration and power of attorney in this patent application.

July 14, 2009  
Date

Margaret Zarelli  
Margaret Zarelli

Witness:

July 14, 2009  
Date

Lisa Maruff