

10-05-2000



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RECORDAT
TRAI

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

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Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

10/04/2000 6TOW11 00000184 200821 75433691 FOR OFFICE USE ONLY

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Mall documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(214) 969-2582

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3:41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Lee Ann Wheelis
Name of Person Signing


Signature

8/9/00
Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement"), effective as of October 30, 1999, is made by and between IMMEDIENT CORPORATION, a Delaware corporation f/k/a CAREER BLAZERS, INC., f/k/a STAFFING RESOURCES, INC. ("Assignor") and STAFFING SOLUTIONS HOLDING COMPANY 1, INC., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor has applied for the trademark VIP - VALUE IN PARTNERING, U.S. Application Serial No. 75/433,691 (the "Mark"), with a bona fide intent to use the Mark with a portion of Assignor's business; and

WHEREAS, Assignee is a successor to that part of Assignor's business, ongoing and existing, to which the Mark pertains, and, therefore, Assignor has agreed to assign and Assignee has agreed to acquire all of Assignor's right, title, and interest in and to the Mark, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof;

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns, transfers and conveys unto Assignee all of Assignor's right, title and interest in and to the Mark, the goodwill of the business symbolized thereby, and the right to recover damages and profits for past infringement thereof.

2. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the State of Texas.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment effective as of the date first above written.

ASSIGNOR:

IMMEDIANT CORPORATION
(a Delaware corporation)

By: [Signature]
Name: Stayton PettyJohn
Title: Assistant Treasurer

ASSIGNEE:

STAFFING SOLUTIONS HOLDING COMPANY 1,
INC.
(a Delaware corporation)

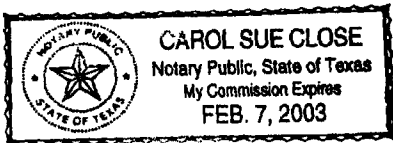
By: [Signature]
Name: Stayton L. PettyJohn
Title: Treasurer

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, the within named Stayton PettyJohn, who stated that he was the Assistant Treasurer of IMMEDIANT CORPORATION, a Delaware corporation f/k/a CAREER BLAZERS, INC., f/k/a STAFFING RESOURCES, INC., and was duly authorized in his capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated that and acknowledged that he had so signed, executed and delivered said foregoing instrument for consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on this 7th day of August, 2000.



[Signature]
Notary Public, State of Texas