

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 Employment Services, Inc.		01/08/2001	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Adecco North America, LLC		
Street Address:	175 Broad Hollow Road		
City:	Melville		
State/Country:	NEW YORK		
Postal Code:	11747-8905		
Entity Type:	LIMITED LIABILITY COMPANY: 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:	650.833.2737		
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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**TRADEMARK
 REEL: 004116 FRAME: 0752**

Signature:	/Paul A. McLean/
Date:	12/18/2009
Total Attachments: 5 source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-1#page1.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-1#page2.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-1#page3.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-1#page4.tif source=ADECCO EMPLOYMENT SERVICES to ADECCO USA INC - asset purchase agreement-1#page5.tif	

CONTRIBUTION AGREEMENT

THIS AGREEMENT is effective as of January 8, 2001 at 12:04 AM, by and between, ADECCO EMPLOYMENT SERVICES, INC., a corporation organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Assignor"), and ADECCO NORTH AMERICA, LLC, a limited liability company organized and existing under the laws of the State of Delaware (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Board Resolutions dated December 22, 2000, the Board of Directors or Managers, 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 shareholders or members, 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 remaining Assets, as defined herein, of Adecco Employment Services, Inc., including but not limited to the property described on Exhibit "A" attached hereto, which is made a part hereof as though fully set out herein, together with all and singular the properties, assets, components and appurtenances thereunder belonging or in any way incident or appertaining thereto. In consideration of such transfer of assets, Assignor shall receive a membership interest in Assignee. "Assets" (or individually an "Asset") means all right, title and interest in and to the personal property assets of Assignor utilized for Assignor's operations in the States, including all of the following items located in the States: (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.

(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 certain liabilities (the "Liabilities") as enumerated on Exhibit B to be performed, fulfilled, paid or discharged by the Assignor in connection with the business operations of Assignor in the States.

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. 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.

IN WITNESS WHEREOF, the Assignor and the Assignee, by and through their duly authorized officers have caused this instrument to be executed on December ____, 2000.

ADECCO EMPLOYMENT
SERVICES, INC.

By: [Signature]
Name: Mark K. Euter
Title: CFO

ADECCO NORTH AMERICA, LLC

By: [Signature]
Name: Harvey Smalheiser
Title: VP Tax

Exhibit A

With the exception of Assignor's interest in Olsten Staffing Services LP, all of the personal property and other assets (including employees) utilized for Assignor's operations (if any) in the following states:

Alabama
Arizona
Colorado
Connecticut
District of Columbia
Florida
Illinois
Kansas
Louisiana
Maine
Mississippi
Massachusetts
Michigan
North Carolina
New Jersey
New Mexico
Ohio
Pennsylvania
Rhode Island
Tennessee
Texas
Utah
Vermont
Virginia
West Virginia
Wyoming
Wisconsin
Washington

Exhibit B

With the exception of Assignor's interest in Olsten Staffing Services LP, all obligations, duties and liabilities in connection with Assignor's business operations (if any) in the following states:

Alabama
Arizona
Colorado
Connecticut
District of Columbia
Florida
Illinois
Kansas
Louisiana
Maine
Mississippi
Massachusetts
Michigan
North Carolina
New Jersey
New Mexico
Ohio
Pennsylvania
Rhode Island
Tennessee
Texas
Utah
Vermont
Virginia
West Virginia
Wyoming
Wisconsin
Washington