	RECO 07	7-17-2000					
		U.S. DEPARTMENT OF COMMERC Patent and Trademark Offi					
To the Honorable Commissioner of Pa	tents and Trac 10	01404411 ments of 2000 thereof 5 11 7 7 5 5 1					
Name of conveying party(ics):		2. Name and Address of receiving part (2)					
Maxwell/Healthcare, Inc.		Name: Staffmark, Inc Nevada					
☐ Individual	☐ Association	Internal Address:					
☐ General Partnership ☑Corporation-State Delaware	☐ Limited Partnership ☐ Other –	Street Address: 501 South Rancho Drive, Suite G-46					
Additional name(s) of conveying party ☐ Yes ☒ No	(ies) attached?	City: Las Vegas State: NV Zip: 89106 Country: USA					
3. Nature of conveyance: Assignment Security Agreement	☐ Merger ☐ Change of Name	☐ Individual(s) Citizenship: U.S.A. ☐ Association: ☐ General Partnership: ☐ Limited Partnership: ☐ Corporation-State Nevada ☐ Other:					
Other - Execution Date:July 31, 1998		If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.					
		(Designations must be a separate document from Assignment)					
		Additional name(s) & address(es) attached? Yes No					
 Application number(s) or regist. If this document is being filed toget 	ration number(s): her with a new application, the	execution date of the application is:					
A. Trademark Application No.(s)		B. Trademark registration No.(s)					
		1,828,531 for the mark SQUARE ONE REHAB, INC. registered March 29, 1994					
		s attached? Yes No					
Name and address of party to whom document should be mailed:	correspondence concerning	6. Total number of applications and registrations involved: I					
Name: Elisabeth A. Evert		7. Total fee (37 CFR 3.41)\$40.00					
Internal Address: Sidley & Austin Street Address: 717 North Harwood St	Suite 3400	☐ Enclosed					
City: Dallas State: TX	ZIP: 75201						
		8. Deposit account number: <u>18-1260</u> (Attach duplicate copy of this page if paying by deposit account)					
	DO NOT	USE THIS SPACE					
9. Statement and signature: To the best of my knowledge and bel of the original document.	 ief, the foregoing information i	s true and correct and any attached copy is a true copy					
Elisabeth A. Evert Name of Person Signing	Months Signature	June 7, 2000 Date					
OMB No. 0651-0011 (exp. 4/94)		Total number of pages comprising cover sheet _5					
The state of the s	Do not de	etach this portion					
Mail documents to be recorded	ed with required cover sheet in	formation to:					
	Commissioner of Box Assignment Washington, D.C.	Patents and Trademarks 20231					

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

07/14/2000 BHGUYEN 00000151 181260 1828531 d1 FC:481 40.00 CH

> **TRADEMARK** REEL: 002101 FRAME: 0731

ASSIGNMENT OF TRADEMARK RIGHTS

This Agreement, effective July 31, 1998, is by and between MAXWELL/HEALTHCARE, INC. ("Assignor"), a Delaware corporation, having its principal corporate business address at 8221 East 63rd Place, Tulsa, Oklahoma 74135, and STAFFMARK, INC. - NEVADA ("Assignee"), a Nevada corporation, having its principal corporate business address at 501 South Rancho Drive, Suite G-46, Las Vegas, Nevada 89106.

WHEREAS, Assignor is the owner of all right, title and interest in and to the U.S. trademarks, service marks and trade names as set forth in Appendix A hereto, as used on or in connection with Assignor's services, including but not limited to the recited federal and state trademark applications and registrations, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names;

WHEREAS, Assignee desires to acquire all right, title and interest in and to said U.S. trademarks, service marks and trade names as set forth in Exhibit A, as well as all goodwill of the business symbolized by said trademarks, service marks and trade names;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor by these presents sells, assigns and transfers unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the U.S. trademarks, service marks and trade names set forth in Appendix A, together with the goodwill of the business symbolized by said trademarks service marks and trade names, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives.

In order to give full force and effect to the assignment granted herein, Assignor further agrees to promptly obtain and execute formal assignment documents to assign the U.S. trademarks, service marks and/or trade names.

ASSIGNMENT OF TRADEMARK, SERVICE MARK AND TRADE NAME RIGHTS

Page 1 of 4

TRADEMARK
REEL: 002101 FRAME: 0732

Signed at Fayetteville, Arkansas on	this <u>3/</u>	day of	July	, 199	3.	
		Assigno By:	Clete T. Brew Vice Presiden	Juve er	NC.	
AGREED AND ACCEPTED:						
Signed at Fayetteville, Arka	nsas on	this 3/5	day of	uly	_, 1998.	
		Assigne By:	MARK, INC.	7		
STATE OF ARKANSAS)					
COUNTY OF WASHINGTON)	ss:				
BEFORE ME, the undersign	ned auth	nority, on	this day perso	nally appe	ared Clete T.	
Brewer, known to me to be the pers	on who	se name i	s subscribed to	o the foreg	oing instrume	ent and
acknowledges to me that he execute	ed same	for the pu	urposes and co	onsideratio:	n therein exp	ressed
n the capacity therein stated and as	an act a	and deed	of said corpor	ation.		
Given under my hand and se	eal of O	office this	3/87 day of (July	<u></u> 1998.	
		Wes Notary	Public	-Con	ph—	
		Му Сог	No	oires: E H. COMP1 Mary Public County, Arks		
			My Commissio	on Expires Jul	ne 1, 2008	

Page 2 of 4

STATE OF ARKANSAS)	
)	ss:
COUNTY OF WASHINGTON)	

BEFORE ME, the undersigned authority, on this day personally appeared Alex Stallings, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledges to me that he executed same for the purposes and consideration therein expressed in the capacity therein stated and as an act and deed of such corporation.

Given under my hand and seal of Office this 3/57 day of _____, 1998

Notary Public

My Commission Expires:

DENISE H. COMPTON

Notary Public

Benton County, Arkansas
My Commission Expires June 1.2002

APPENDIX A

MARK OR TRADE NAME

SQUARE ONE REHAB, INC. (and Design), U.S. S.M. Reg. No. 1,828,531, issued 03/29/94

THE REHABILITY PEOPLE, Oklahoma State S.M. Reg. No. T,N00,524,232, issued 06/25/91

MAXELL/HEALTHCARE

SQUARE ONE REHAB

::ODMA\PCDOCS\DALLAS\25245\1 July 30, 1998

RECORDED: 06/08/2000

ASSIGNMENT OF TRADEMARK, SERVICE MARK AND TRADE NAME RIGHTS

Page 4 of 4

TRADEMARK REEL: 002101 FRAME: 0735