

09-26-2001



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Document

ID#101763170

Docket No.:

5310/10343

Tab settings → → → ▼

To the Honorable Commissioner of

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Healthcare Staffing Solutions, Inc.

6-7701

- Individual(s)
- General Partnership
- Corporation-State **Massachusetts**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Correction & confirm. of assignment of TM**
- Merger
- Change of Name

Execution Date: 6/7/2001

2. Name and address of receiving party(ies):

Name: Wesley Medical Resources, Inc.

Internal Address: \_\_\_\_\_

Street Address: 28100 45 Highway 19

City: Clearwater State: FL ZIP: 33761

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **California**
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,488,786

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mitzi G. Cherry

Internal Address: Thompson Coburn LLP

Street Address: One Firstar Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0823 for insufficiencies only

DO NOT USE THIS SPACE

9. 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.

Mitzi G. Cherry

Name of Person Signing

Signature

9/19/2001

Date

Total number of pages including cover sheet, attachments, and document: 1

TRADEMARK

REEL: 002373 FRAME: 0807

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06-28-2001



Docket No.:

5310/10343

Tab settings

101763170

red original documents or copy thereof.

1. Name of conveying party(ies):

Healthcare Staffing Solutions, Inc.

6-22-01

- Individual(s)
- General Partnership
- Corporation-State Massachusetts
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Correction & confirm. of assignment of TM
- Merger
- Change of Name

Execution Date: 6/7/2001

2. Name and address of receiving party(ies):

Name: Wesley Medical Resources, Inc.

Internal Address:

Street Address: 28100 45 Highway 19

City: Clearwater State: FL ZIP: 33761

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,488,786

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Mitzi G. Cherry

Internal Address: Thompson Coburn LLP

Street Address: One Firststar Plaza

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ \$40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-0823 for insufficiencies only

DO NOT USE THIS SPACE

9. 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.

Mitzi G. Cherry

Name of Person Signing

Mitzi G. Cherry

Signature

6/18/01

Date

Total number of pages including cover sheet, attachments, and document: 1

TRADEMARK

REEL: 002373 FRAME: 0808

03-30-1999

HEET

Tab settings 3-26-99



100997002

Attached original documents or copy thereof

To the Honorable Commissioner of Patents

1. Name of conveying party(ies):

Healthcare Staffing Solutions, Inc.

- Individual(s)
- General Partnership
- Corporation-State MA
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/31/98

2. Name and address of receiving party(ies):

Wesley Medical Resources, Inc.

Name:

Internal Address:

7733 Forsyth Blvd., Suite 1700

Street Address

City: St. Louis State: MO Zip: 63105

Individual(s) citizenship:

Association

General Partnership

Limited Partnership

Corporation State Delaware

Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No(s):

1,488,786

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Terri Branson

Name:

Lewis, Rice & Fingersh, L.C.

Internal Address:

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/29/1999 JSHABAZZ 00000127 1488786

DO NOT USE THIS SPACE

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40.00 OP

9. 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.

Terri Branson

3/25/99

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

**CORRECTION AND CONFIRMATION OF ASSIGNMENT OF TRADEMARK**

This Correction and Confirmation of Assignment of Trademark is made by HEALTHCARE STAFFING SOLUTIONS, INC. ("Assignor") and WESLEY MEDICAL RESOURCES, INC. ("Assignee").

**Recitals**

A. Pursuant to a certain Agreement and Plan of Reorganization dated as of December 30, 1998, by and among Assignor, Assignee, RehabCare Group, Inc., StarMed Management, L.L.C., Healthtour Management, Inc., RehabCare Group of California, Inc., StarMed Staffing, Inc., StarMed Staffing Michigan, Inc., StarMed Health Personnel, Inc. and NurseCare Plus, Inc. (the "Agreement and Plan of Reorganization"), Assignor assigned to Assignee the registered trademark "StarMed," U.S. registration No. 1,488,786. A written Assignment of Trademark evidencing this transfer (the "Assignment") was recorded in the U.S. Trademark Office at Reel 1875, Frame 0541 on March 26, 1999.

B. The Assignment incorrectly identified Assignee as a Delaware corporation rather than a California corporation and did not identify StarMed Management, L.L.C. as a party to the Agreement and Plan of Reorganization.

**Agreement**

To correct the misidentification of Assignee and StarMed Management, L.L.C., and avoid future confusion, the parties correct and confirm the Assignment as follows:

1. Wesley Medical Resources, Inc. was and is a California corporation and should have been identified as such in the Assignment.
2. StarMed Management, L.L.C. was a party to the Agreement and Plan of Reorganization.
3. In all other respects, the Assignment is hereby confirmed.

**HEALTHCARE STAFFING SOLUTIONS, INC.**

DATE: 6-7-01

By *Jane M. Donnell*

**WESLEY MEDICAL RESOURCES, INC.**

DATE: 6-7-01

By *Jane M. Donnell*

ASSIGNMENT OF TRADEMARK

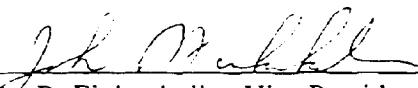
WHEREAS, Healthcare Staffing Solutions, Inc., a Massachusetts corporation and the successor by merger of StarMed Staffing, Inc. (the "Assignor"), is the owner of the registered trademark set forth on Schedule 1 attached hereto and made a part hereof (the "Trademark"); and

WHEREAS, pursuant to the terms of that certain Agreement and Plan of Reorganization, dated as of December 30, 1998, by and among Assignor, RehabCare Group, Inc., Health Tour Management, Inc., RehabCare Group of California, Inc., Healthcare Staffing Solutions, Inc., StarMed Staffing, Inc., Wesley Medical Resources, Inc., StarMed Staffing Michigan, Inc., StarMed Health Personnel, Inc. and NurseCare Plus, Inc., Assignor has agreed to assign the Trademark to Wesley Medical Resources, Inc., a Delaware corporation.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto said Wesley Medical Resources, Inc., its successors, assigns and legal representatives, the entire right, title and interest of Assignor in and to the Trademark, together with the goodwill of the business of Assignor relating thereto and with the right to recover for damages and profits and all other remedies for past infringement thereof; the Trademark is to be held and enjoyed by said Wesley Medical Resources, Inc., for its own use, and for its legal representatives and successors and assigns, to the full end of the term for which said Trademark is granted or hereafter shall be granted, as fully and entirely as the same would have been held by Assignor had this sale, assignment and transfer not been made.

Signed in the County of St. Louis, State of Missouri, this 31<sup>st</sup> day of December  
1998.

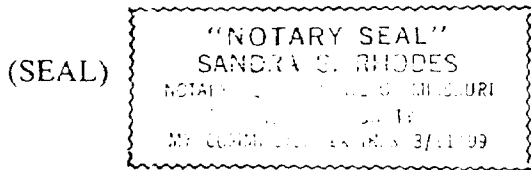
HEALTHCARE STAFFING SOLUTIONS, INC.

By:   
John R. Finken Keller, Vice President

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF ST. LOUIS )

On this 2<sup>nd</sup> day of OCTOBER 1998, before me personally appeared John R. Finken Keller, Vice President of Healthcare Staffing Solutions, Inc., a Massachusetts corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation, and acknowledged that he executed the same as the free act and deed said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, the day and year above written.



Sandra C Rhodes  
Notary Public

My commission expires: 3/11/99

Schedule I

Trademark

Registration No.

STARMED

1,488,786

1076580

- 3 -

RECORDED: 03/26/1999

TRADEMARK  
REEL: 1875 FRAME: 0544

RECORDED: 09/19/2001

TRADEMARK  
REEL: 002373 FRAME: 0813