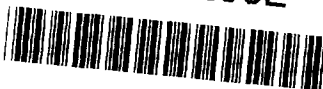


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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

HR Logic Licensing, Inc.

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

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

2. Name and address of receiving party(ies)

Name: NovaPro, Inc.

Internal Address: c/o Cross Country, Inc.; Suite 200

Street Address: 6551 Park of Commerce Blvd.

City: Boca Raton State: FL Zip: 33487

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

01-08-2002

U.S. Patent & TMO/TM Mail Rpt Dt. #74

3. Nature of conveyance:

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

Execution Date: January 2, 2002

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 number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2,149,757

Additional number(s) attached Yes No

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

Name: Jennifer Silver, Esq.

Internal Address:

Proskauer Rose LLP

Street Address:

1585 Broadway

City: New York State: NY Zip: 10036-8299

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:

16-2500

(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 belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jennifer Silver

Name of Person Signing

Signature

January 8, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 2429 FRAME: 0685

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
ASSIGNMENT OF U.S. TRADEMARK

WHEREAS, HR Logic Licensing, Inc., a Delaware corporation located and doing business at 103 Foulk Road, Suite 262, Wilmington, Delaware, 19803 ("Assignor"), has adopted, used and is using the trademark listed on Schedule A attached hereto (the "Mark"); and

WHEREAS, Assignor owns the U.S. Trademark Registration listed on Schedule A attached hereto (the "U.S. Trademark Registration"); and

WHEREAS, NovaPro, Inc., a Delaware corporation located and doing business at c/o Cross Country, Inc., 6551 Park of Commerce Blvd., N.W., Suite 200, Boca Raton, Florida 33487 ("Assignee"), desires to obtain all rights in and to the Mark and the U.S. Trademark Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms of that certain Asset Purchase Agreement dated as of December 24, 2001 (the "Asset Purchase Agreement") by and among Assignor, HR Logic of Norristown, Inc., HR Logic, Inc., HR Logic Holdings, Inc., Assignee and Cross Country, Inc., Assignor hereby assigns, transfers, conveys and delivers to Assignee all right, title and interest in and to the Mark, the U.S. Trademark Registration and all other registrations and applications to register the Mark, the right to recover for any and all past infringements of the Mark, and the goodwill of the business in connection with which the Mark is used. Nothing contained in this Assignment shall be deemed to supersede, enlarge upon, limit or modify any of the obligations, agreements, covenants, representations or warranties of Assignee or Assignor contained in the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Assignment. If any conflict exists between the terms of this Assignment and the Asset Purchase Agreement, then the terms of the Asset Purchase Agreement shall govern and control.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of this 2nd day of January, 2002.

HR LOGIC LICENSING, INC.

By: Karen Severino  
Name: Karen Severino  
Title: President

**SCHEDULE A**

<b>Mark</b>	<b>Reg No.</b>	<b>Reg. Date</b>
NOVAPRO	2,149,757	April 7, 1998