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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

16 2002

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

1-16-02

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 #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year
10/11/00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

10/11/00

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving 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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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FOR OFFICE USE ONLY

01 01:48 Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the
02 01:48 document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief
Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project
(0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND
REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail 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

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)		
<input type="text" value="76/150,333"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,644,577"/>	<input type="text"/>	<input type="text"/>
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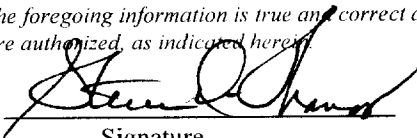
Number of Properties Enter the total number of properties involved. #

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 here.

Steven D. Thomas 
 Name of Person Signing Signature Date Signed

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into this 11th day of October, 2000, by and among American Anesthesia Services, Inc., a Michigan corporation with its principal business address at 2065 East Maple Road, Walled Lake, Michigan 48390 ("Seller"), Albert Simon, an individual with his principal address at 1672 Lochridge Road, Broomfield Hills, MI 48302 (the "Shareholder"), and Medical Staffing Network, Inc., a Delaware corporation with a principal business address at 901 Yamato Road, Suite 110, Boca Raton, Florida 33431 ("Buyer").

For value received, and in consideration of the mutual promises contained in this Agreement, the parties agree to the following recitals, terms and conditions.

1. Recitals.

(a) Seller owns and operates a supplemental health care staffing business (the "Business") which, as of October 11, 2000, has placed independent contractors in the cities and states set forth on Schedule 1(a).

(b) Shareholder is the sole shareholder of Seller.

(c) Seller desires to sell, and Buyer desires to purchase, certain of the assets used in or relating to the operation of the Business, as a going concern, in accordance with the terms and conditions set forth in this Agreement.

2. Transfer of Assets. Except as expressly excluded below, Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, at the Closing (as defined below), certain of Seller's assets and properties, real and personal, tangible and intangible, which are used by Seller in connection with the operation of the Business including, without limitation, the following assets (collectively, the "Assets"):

(a) Tangible Personal Property. All machinery, equipment, tools, furniture, fixtures, office equipment, supplies, inventory, and other items of tangible personal property of every kind owned by Seller and used in connection with the Business (whether or not carried on Seller's books), including, without limitation, those listed on Schedule 2(a) (the "Tangible Personal Property"), and any additions, improvements, replacements and alterations thereto made between the date of this Agreement and the Closing Date (as defined below), together with any express or implied warranty by the manufacturers of any item or component part thereof, and all maintenance records and other documents relating thereto; together with all of Seller's other tangible assets of every kind and

Initialed (Seller):

Initialed (Shareholder):

Initialed (Buyer):



description, real, personal or mixed, wherever located, which are carried on the books of the Business.

(b) Leased Real Property. All of Seller's interests in real property leased by Seller and used in connection with the Business (the "Leased Real Property"), together with the leases relating thereto (the "Real Property Leases") which are attached hereto as Schedule 2(b).

(c) Contracts. All of Seller's interests in Seller's contracts with its customers entered into in the ordinary course of the Business, Seller's rights under covenants not to compete and/or confidentiality agreements with Seller's employees and Seller's contracts and commitments described on Schedule 2(c) (the "Contracts").

(d) Intellectual Property. All of the intellectual property rights that are owned or used by Seller in connection with the Business, including the following: (A) the name "American Anesthesia Services" and all trademarks, service marks, licenses, trade names, logos and other designations (the "Marks") and all registrations and applications for registration relating thereto, (B) all computer databases, software and licenses thereto, and all copyrighted works (the "Copyrights") and registrations therefor, (C) all inventions that are the subject of letters patent or applications therefor (the "Patents") and (D) all confidential or proprietary processes, technical data and other similar information that is of commercial value to the Business (the "Trade Secrets") (the Marks and registrations therefor, Copyrights and registrations therefor, Patents and Trade Secrets being referred to collectively herein as the "Intellectual Property"), together with the goodwill related thereto, and any royalty income from the Intellectual Property accruing after the Closing Date. All items of Intellectual Property are described on Schedule 2(d).

(e) Permits. All permits, authorizations, certificates, approvals and licenses relating to the operation of the Business listed on Schedule 2(e) (the "Permits").

(f) Accounts Receivable. All of Seller's accounts receivable and trade accounts in connection with the Business ("Receivables").

(g) Records. All of the Business' records, technical data, asset ledgers, books of account, inventory records, customer and supplier lists, payroll and personnel records, advertising material, marketing information, policy or operational manuals, correspondence and other files created or maintained in connection with the Business; provided that Seller will be permitted access to the books of account of Seller for tax purposes as provided in Section 11(a).

(h) Deposits and Prepaid Expenses. Subject to the adjustments set forth in Section 4(d), all of Seller's utility, rent and equipment deposits and prepaid expenses in connection with the Business, except prepaid insurance which shall be retained by Seller.

Initialed (Seller):

Initialed (Shareholder):

Initialed (Buyer):



The parties have executed this Agreement as of the date first written above.

SELLER:

BUYER:

AMERICAN ANESTHESIA SERVICES, INC.

MEDICAL STAFFING NETWORK, INC.

By: *Albert Simon*
Albert Simon, its President

By: _____
Robert Adamson, its President

SHAREHOLDER:

Albert Simon
Albert Simon, Individually

WPB_1998/354926-4

Initialed (Seller):

Initialed (Shareholder):

Initialed (Buyer):

The parties have executed this Agreement as of the date first written above.


SELLER:

BUYER:

AMERICAN ANESTHESIA SERVICES, INC.

MEDICAL STAFFING NETWORK, INC.

By: _____
Albert Simon, its President

By:  _____
Robert Adamson, its President

SHAREHOLDER:

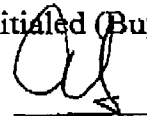
Albert Simon, Individually

WPB_1998/354926-6

Initialed (Seller):

Initialed (Shareholder):

Initialed (Buyer):



SCHEDULE 2(d)

INTELLECTUAL PROPERTY

1. The Seller's name "AMERICAN ANESTHESIA SERVICES" is trademarked. Registration Number 1644577.

2. The Seller's logo was trademarked (Registration Number 1558376). The trademark was cancelled on April 2, 1996. Seller has applied again for the trademark. See attached application.

2. The Seller has rights to use Novell, FoxPro, Microsoft Word, and Microsoft Excel software.