

01-28-2002



JAN 16 2002

TO: The Commissioner of Patents and Trad.

101961655

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

01/25/2002 101421 00000191 1894453

FOR OFFICE USE ONLY

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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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,894,453"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

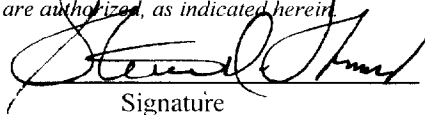
Method of Payment: Enclosed Deposit Account
Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)

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 herein.

Steven D. Thomas
Name of Person Signing


Signature

October 26, 2001
Date Signed

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of July, 1997, by and between All Better Medical Systems, Inc., a Florida corporation, and All Better Health and Nursing Services, Inc., a Florida corporation, both of which have principal business address at 1055 NE 125 Street, North Miami, Florida 33161 ("Sellers"), Thomas J. Paterno and Debra Marana (the "Shareholders") and Southeast Staffing Partners, Inc., a Florida corporation with ~~an principal business~~ address at 3325 Bayshore Blvd, #D-38, Tampa, Florida 33629 ("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) Sellers own and operate healthcare staffing businesses under the trade names of "All Better" and "All Better Nursing" in Dade, Broward and Palm Beach Counties in the State of Florida (the "Business").

(b) The Shareholders are the Sellers' sole officers, directors and shareholders.

(c) Sellers desire to sell, and Buyer desires to purchase, substantially all 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, Sellers agree to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and accept from Sellers, at the Closing, as described below, all of Sellers' assets and properties, real and personal, tangible and intangible, of every kind and description, wherever located, which are used by Sellers in connection with the operation of the Business, as a going concern, including, without limitation, the following assets ("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 Sellers and used in connection with the Business (wherever located and whether or not carried on Sellers' 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, together with any express or implied warranty by the manufacturers or Sellers of any item or component part thereof, and all maintenance records and other documents relating thereto if existing; together with all of Sellers' other tangible assets of every kind and description, real, personal or mixed, wherever located, which are carried on the books of the Business or which are owned

by Sellers and used in connection with the Business.

(b) Leased Real Property. All of Sellers' interests in real property leased by Sellers from another and used in connection with the Business (the "Leased Real Property"), which interests, together with the leases relating thereto (the "Real Property Leases"), are more particularly described on Schedule 2(b).

(c) Contracts. All of Sellers' interests in the 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 Sellers in connection with the Business, including the following: (A) the names, "All Better," and "All Better Nursing" and all trademarks, service marks, licenses, trade names, logos and other designations (the "Marks") and all registrations relating thereto, (B) all computer data bases, 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, including without limitation those listed on Schedule 2(e) (the "Permits").

(f) Accounts Receivable. All of Sellers' accounts receivable and trade accounts in connection with the Business, except those accounts which are rejected by Buyer in writing prior to the Closing Date ("Receivables"). Any rejected accounts will remain sole and exclusive property of the Seller to collect as it sees fit. Buyer will allow the Seller to use the All Better name as may be reasonably necessary for the sole purpose of collecting these accounts.

(g) Records. All of Sellers' records, technical data, asset ledgers, books of account, inventory records, budgets, customer and supplier lists, payroll and personnel records, computer programs, advertising material, marketing information, policy or operational manuals, correspondence and other files created or maintained in connection with the Business shall be kept by the Seller for a period of seven years.

[Handwritten initials]

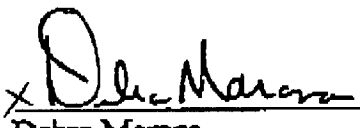
SOUTHEAST STAFFING PARTNERS
INC.



Thomas J. Paterno (SEAL)

By: 

Kevin Little, its President

x 

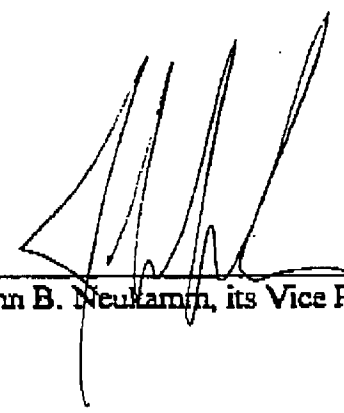
Debra Marana (SEAL)

JBNLittleSE.APA

DEPOSIT RECEIPT ACKNOWLEDGMENT

Ketchey Horan, P.A. hereby acknowledges receipt of the deposit referenced in Section 16(h) of the foregoing Agreement and agrees to hold such deposit in accordance with the provisions set forth in the foregoing Agreement.

Ketchey Horan, P.A.

By: 

John B. Neukamm, its Vice President