

10/7/02

10-15-2002



Form PTO-1094

U.S. DEPARTMENT OF COMMERCE

(Rev. 03/01)

102248491

U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies): **Pharmstaff, Ltd.**

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

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

2. Name and address of receiving party(ies)

Name: **Medical Staffing Network, Inc.**
 Internal
 Address:
 Street Address: **901 Yamato Road, Suite 110**
 City: **Boca Raton** State: **FL** Zip: **33431**

- 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

3. Nature of conveyance:

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

Execution Date: **August 22, 2002**

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s) **1,720,655**
1,716,390

Additional number(s) attached Yes No

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

Name: Curtis A. Wolfe, Esq.

Internal Address: _____

Street Address: Steel Hector & Davis LLP
200 South Biscayne Boulevard, Suite 4000

City: Miami State: FL Zip: 33131

6. Total number of applications and registrations involved:**2**

7. Total fee (37 CFR 3.41) \$ **65.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(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.

Curtis A. Wolfe, Esq.

Name of Person Signing

Signature

10/7/02

Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments
Washington, D. C. 20231

10/11/2002 6TON11 0000038 1720655

01 FC:481
02 FC:482

40.00 OP
25.00 OP

TRADEMARK
REEL: 002597 FRAME: 0763

ASSIGNMENT OF TRADE NAMES AND INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF TRADE NAMES AND INTELLECTUAL PROPERTY RIGHTS ("Assignment") is made and entered into as of the 22nd day of August, 2002 by Pharmstaff, Ltd., an Illinois corporation ("Assignor"), in favor of Medical Staffing Network, Inc., a Delaware corporation ("Assignee"), pursuant to an Asset Purchase Agreement dated as of August 22, 2002 by and among Assignor, Assignee and Therese Kirklys (the "Asset Purchase Agreement"). For value received, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following recitals, terms and conditions:

1. Recitals.

(a) Assignor currently operates a pharmacy staffing business (the "Business") under the names "Pharmstaff, Ltd." and "Pharmstaff" (collectively, the "Trade Names"). In connection with the operation of the Business, Assignor may also own certain other intellectual property rights.

(b) Pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee its right to use the Trade Names and certain other intellectual property rights, and the goodwill associated therewith, in order to allow Assignee to conduct its healthcare staffing business.

2. Assignment. Assignor hereby sells, grants, conveys, assigns and transfers to Assignee, and Assignee's representatives, successors and assigns, and Assignee hereby agrees to accept the assignment of, all right, title and interest in and to the intellectual property rights that are owned or used by Assignor in connection with the Business including, without limitation, the following: (A) the Trade Names and all trademarks, service marks, licenses, trade names, fictitious names, slogans, logos and other designations and all registrations and applications relating thereto, (B) all computer databases, software and licenses (to the extent assignable) thereto, and all copyrights and registrations therefor, (C) all inventions that are the subject of letters patent or applications therefor, and (D) all confidential or proprietary processes, technical data and other similar information that is of commercial value to the Business; together with the goodwill related thereto, and any royalty income therefrom accruing after the date of this Assignment (collectively, the "Intellectual Property"), free and clear of any and all liens, mortgages, equities, security interests, pledges, charges, debts, taxes, liabilities and encumbrances whatsoever. The Intellectual Property assigned hereunder is more specifically described on Schedule 1 attached hereto.

3. Assignor's Representations and Warranties. Assignor does, for Assignor and Assignor's successors and assigns, covenant to and with Assignee, its successors and assigns,

that all warranties and representations of Assignor related to the Intellectual Property, as set forth in the Asset Purchase Agreement, are true and correct.

4. Assignor's Covenant. Assignor acknowledges and agrees that henceforth the Assignee is the exclusive owner of the Intellectual Property and goodwill associated therewith. Assignor covenants and agrees to refrain from using the Intellectual Property or any intellectual property confusingly similar with the Intellectual Property in the future.

5. Additional Instruments. Assignor further agrees that it will at any time and from time to time, at the request of Assignee, execute and deliver to Assignee all other and further instruments necessary to vest in Assignee the right, title and interest in and to the Intellectual Property which this Assignment purports to transfer to Assignee.

6. Power of Attorney. Assignor hereby constitutes and appoints Assignee as its true and lawful attorney, with full power of substitution, in the name of Assignee or in the name of Assignor, but on behalf of and for the sole benefit of Assignee, and at its sole expense (except if the reason for such proceeding arises by virtue of an indemnifiable event under Section 13 of the Asset Purchase Agreement), to institute and prosecute, in the name of the Assignor or otherwise, all proceedings which Assignee may deem proper in order to receive, collect, assert or enforce any claim, right, interest or title of any kind in or to the Intellectual Property hereby granted and assigned to Assignee, to defend and compromise any and all actions, suits or proceedings in respect thereof, and to do all such acts and things and execute any instruments in relation thereto as Assignee shall deem advisable. ASSIGNOR HEREBY DECLARES THAT THE FOREGOING APPOINTMENT IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE AND PERPETUAL AND SHALL NOT BE TERMINATED BY ANY ACT OF THE ASSIGNOR OR ITS SUCCESSORS AND ASSIGNS, BY OPERATION OF LAW OR BY THE OCCURRENCE OF ANY OTHER EVENT OR IN ANY OTHER MANNER.

7. Binding Effect. This Assignment shall be binding upon, and shall inure to the benefit of the parties and their representatives, successors and assigns.

8. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

Assignor and Assignee have executed this Assignment on the date first written above.

PHARMSTAFF, LTD.

By: *Therese Kirklys President*
Therese Kirklys, President

MEDICAL STAFFING NETWORK, INC.

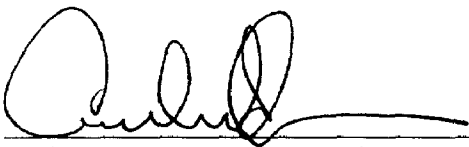
By: _____
Robert J. Adamson, President

Assignor and Assignee have executed this Assignment on the date first written above.

PHARMSTAFF, LTD.

By: _____
Therese Kirklys, President

MEDICAL STAFFING NETWORK, INC.

By: 
Robert J. Adamson, President

Schedule 1 to Assignment of Trade Names and Intellectual Property Rights

1. U.S. Registered Trademark – Reg. #1720655 “PHARMSTAFF”
2. U.S. Registered Trademark – Reg. #1716390 “PHARMSTAFF” Logo
3. All rights to the website www.pharmstaff.com
4. Rights of Assignor to name “PHARMSTAFF”
5. Rights of Assignor to computer database containing all electronic business information of Assignor, including, but not limited to, customer and client lists
6. Rights of Assignor to software including, but not limited to, various business, accounting and word processing software.

WPB_1998:3948264