

FORM PTO-1594
(Rev. 6-93)RECORDATION FORM COVER SHEET
TRADEMARKS ONLYU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0551-0011 (exp. 4/94)

Atty Docket No. **G3560/265548**

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

1. Name of conveying party(ies):

Medical Staffing Network, Inc. (Delaware); Medical Staffing
Network Holdings, Inc. (Delaware); Medical Staffing Holdings,
LLC (Delaware); MSN-Illinois Holdings, Inc. (Delaware);
Medical Staffing Network of Illinois, LLC (Illinois); Medical
Staffing Network Assets, LLC (Illinois)

- ☐ Individuals(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-
☐ Other _____

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

3. Nature of conveyance:

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

Execution Date: **December 22, 2003**

2. Name and address of receiving party(ies)

Name: **General Electric Capital Corporation**Internal Address: **29th Floor**Street Address: **500 West Monroe**City: **Chicago** State: **Illinois** Zip: **60661**

- ☐ 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 ☐ NoAdditional names(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,801,025 2,221,493**1,894,453 1,720,655****1,716,390 2,713,485**Additional numbers attached? ☐ Yes ☒ No

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

Name: **William H. Brewster**Internal Address: **Kilpatrick Stockton LLP**Street Address: **1100 Peachtree St., Suite 2800**City: **Atlanta** State: **GA** Zip: **30309**6. Total number of applications and registrations involved: **6**7. Total fee (37 CFR 3.41).....\$ **165.00**☐ Enclosed☒ Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:


11-0860**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.

Lise Shettler

Name of Person Signing



Signature

105-04

Date

Total number of pages including cover sheet, attachments, and document: **14****TRADEMARK****REEL: 002772 FRAME: 0963**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 22, 2003, is made by the Persons signatory hereto as Grantors (each a "Grantor" and, collectively, the "Grantors"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, acting in its capacity as Administrative Agent for the Lenders under the Credit Agreement described below, with offices at 500 West Monroe, 29th Floor, Chicago, Illinois 60661 (the "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Medical Staffing Network, Inc. (the "Borrower"), the other Credit Parties signatory thereto, the Lenders signatory thereto and **GENERAL ELECTRIC CAPITAL CORPORATION** (collectively, the "Lenders") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented, extended replaced or otherwise modified, the "Credit Agreement"), the Lenders have agreed to make the Loans and to incur L/C Obligations for the benefit of the Borrower and the Grantors;

WHEREAS, Administrative Agent and the Lenders are willing to make the Loans and to incur L/C Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that each Borrower and each Guarantor (including the Grantors) shall have executed and delivered to the Administrative Agent, for itself and the ratable benefit of Lenders, that certain Borrower Security Agreement, that certain Parent Security Agreement, that certain Holdings Security Agreement or that certain Subsidiary Security Agreement, as applicable, each dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, collectively, the "Security Agreements");

WHEREAS, pursuant to the Credit Agreement and the Security Agreements, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Section 1.1 of the Credit Agreement.

2. **Grant of Security Interest.** To secure the prompt and complete payment and performance of all of the Obligations, each Grantor hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to Administrative Agent, for itself and the benefit of Lenders, a Lien upon all of the right, title and interest of such Grantor in, to

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and under the following, whether presently existing or hereafter created or acquired (collectively, with respect to each Grantor, the "Intellectual Property Collateral"):

- (a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;
- (c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III;
- (d) all reissues, continuations or extensions of the foregoing;
- (e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and
- (f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. Representations and Warranties. Each Grantor represents and warrants to the Administrative Agent and the Lenders that such Grantor does not have any interest in, or title to, any Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the recording hereof by the United States Copyright Office and the United States Patent and Trademark Office, perfected Liens in favor of Administrative Agent (for the benefit of itself and the Lenders) on each Grantor's Patents, Trademarks and Copyrights and such perfected Liens are enforceable as such as against any and all creditors of and purchasers from any Grantor to the extent that recording in the United States Copyright Office and the United States Patent and Trademark Office is effective to do so and subject to the proviso in the next sentence. Upon recording of this Intellectual Property Security Agreement by the United States Copyright Office and the United States Patent and Trademark Office and the filing of appropriate financing statements listed on Schedule I to the Security Agreements, all action necessary or desirable to protect and perfect Administrative Agent's Lien on each Grantor's Patents, Trademarks or Copyrights shall have been duly taken; provided, however, that the subsequent recordation of this Intellectual Property Security Agreement in the U.S. Patent and

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Trademark Office and U.S. Copyright Office, as applicable, may be necessary to perfect the security interest of the Administrative Agent in issued registrations and applications for other U.S. Intellectual Property that are acquired by any Grantor after the date hereof, the registration of unregistered Copyrights in the U.S. Copyright Office may be required in order to perfect the Administrative Agent's Lien therein, and the taking of actions outside the United States may be required in order to perfect the Administrative Agent's Lien in Intellectual Property included in the Collateral which is protected under non-U.S. law.

4. **Covenants.** Each Grantor covenants and agrees with the Administrative Agent that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantors shall notify Administrative Agent within five (5) business days if they know or have reason to know that any material application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding any Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) Grantors shall provide Administrative Agent with written notice of any application filed by any Grantor, either by itself or through any agent, employee, licensee or designee, to register any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in the United States within ninety (90) days of such filing, and, upon request of Administrative Agent, such Grantor shall execute and deliver a supplement hereto as Administrative Agent may request to evidence Administrative Agent's Lien on such Patent, Trademark or Copyright, and the General Intangibles of such Grantor relating thereto or represented thereby.

(c) Grantors shall take all commercially reasonable actions necessary or requested by Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except where the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall (1) comply with Section 5(a)(ix) of the Security Agreement and (2) unless such Grantor shall reasonably determine that such Intellectual Property Collateral is not

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material to the conduct of its business or operations, promptly take all commercially reasonable actions, including to sue to enjoin any such conduct and/or to recover any and all damages for such infringement, misappropriation or dilution.

5. Security Agreement. The security interests granted by each Grantor pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted by each Grantor to Administrative Agent, on behalf of itself and the Lenders, pursuant to the Security Agreement. Each Grantor and Administrative Agent expressly agree that the security interests granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the Code and other applicable law. The exercise by the Administrative Agent or the Lenders of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

6. Reinstatement. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. Notices. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Credit Agreement.

8. Termination; Authorized Sales of Collateral. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date. In the event Grantor proposes to sell any of the Intellectual Property Collateral and such sale is permitted pursuant to the terms and conditions set forth in Section 7.8 of the Credit Agreement, the Administrative Agent agrees, at the expense of

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the Grantor, to execute and deliver to the Grantor, prior to or contemporaneously with Grantor's receipt of the proceeds from such sale, such UCC-3 termination statements and other collateral property releases necessary to release the applicable Intellectual Property Collateral from the lien and security interest of the Administrative Agent.

9. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK. GRANTORS HEREBY SUBMIT TO THE NONEXCLUSIVE JURISDICTION OF THE FEDERAL AND/OR STATE COURTS SITTING IN CITY OF NEW YORK, NEW YORK FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. GRANTORS IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.3 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.


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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:

MEDICAL STAFFING NETWORK,
INC.By: 
Name: Robert Adamson
Title: Chairman and CEOMEDICAL STAFFING NETWORK
HOLDINGS, INC.By: 
Name: Robert Adamson
Title: Chairman of the BoardMEDICAL STAFFING HOLDINGS,
LLCBy: Medical Staffing Network Holdings,
Inc., as its sole MemberBy: 
Name: Robert Adamson
Title: Chairman and CEO

MSN-ILLINOIS HOLDINGS, INC.

By: 
Name: Kevin Little
Title: DirectorMEDICAL STAFFING NETWORK
OF ILLINOIS, LLCBy: 
Name: Kevin Little
Title: ManagerMEDICAL STAFFING NETWORK
ASSETS, LLCBy: 
Name: Kevin Little
Title: Manager

ACCEPTED AND ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: _____
Name: _____
Title: Duly Authorized Signatory

ATTEST

[Signature page of IP Security Agreement, page 1 of 2]

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ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDACOUNTY OF PALM BEACH

On this 21st day of December, 2003, before me personally appeared Robert Adamson proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the following entities:

Medical Staffing Network, Inc.
Medical Staffing Network Holdings, Inc.
Medical Staffing Holdings, LLC

who being by me duly sworn did depose and say that he is the Authorized Person of said entities, that the said instrument was signed on behalf of said entities as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said entities.

{seal}



Richard A. Lanning
Commission # 00328348
Expires April 17, 2004
Notary Public
Atlantic Breeding Co., Inc.

Richard A. Lanning
Notary Public

[Signature page of IP Security Agreement, page 2 of 3]

ATTENTION: 10/10/03

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ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDACOUNTY OF PALM BEACH

On this 22nd day of December, 2003, before me personally appeared Kevin Little proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the following entities:

MSN-Illinois Holdings, Inc.
Medical Staffing Network of Illinois, LLC
Medical Staffing Network Assets, LLC

who being by me duly sworn did depose and say that he is the Authorized Person of said entities, that the said instrument was signed on behalf of said entities as authorized by its Board of Directors (or equivalent governing body) and that he acknowledged said instrument to be the free act and deed of said entities.



Richard A. Luning
Commission # CC 028943
Expires April 17, 2004
Boca Raton, FL
Atlantic Employing Co., Inc.

Richard A. Luning
Notary Public

{seal}

[Signature page of IP Security Agreement, page 3 of 3]

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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

GRANTORS:**MEDICAL STAFFING NETWORK,
INC.****MEDICAL STAFFING NETWORK
HOLDINGS, INC.**By: _____
Name: Robert Adamson
Title: Chairman and CEOBy: _____
Name: Robert Adamson
Title: Chairman of the Board**MEDICAL STAFFING HOLDINGS,
LLC****MSN-ILLINOIS HOLDINGS, INC.**By: Medical Staffing Network Holdings,
Inc., as its sole MemberBy: _____
Name: Robert Adamson
Title: Chairman and CEOBy: _____
Name: Kevin Little
Title: Director**MEDICAL STAFFING NETWORK
OF ILLINOIS, LLC****MEDICAL STAFFING NETWORK
ASSETS, LLC**By: _____
Name: Kevin Little
Title: ManagerBy: _____
Name: Kevin Little
Title: Manager**ACCEPTED AND ACKNOWLEDGED by:****GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent**By: *D. S. C. Lee*
Name: D. S. C. LEE
Title: Duly Authorized Signatory

[Signature page of IP Security Agreement, page 1 of 2]

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SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

MEDICAL STAFFING NETWORK, INC. TRADEMARKS AND LICENSES

I. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Nurses Plus	1,801,025	10/26/93
TBM Staffing, Inc.	2,221,493	2/2/99
All Better Nursing	1,894,453	5/16/95
Pharmstaff/Name	1,720,655	9/29/92
Pharmstaff/Logo	1,716,390	9/15/92

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. TRADEMARK LICENSES

License Agreement dated as of July 30, 2003 between Medical Staffing Network Assets, LLC and Medical Staffing Network, Inc.

License and Master Agreement between Premier Computer Systems, Inc. and Medical Staffing Network, Inc.

License Agreements relating to "off-the-shelf"/shrink wrap computer software

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MEDICAL STAFFING NETWORK ASSETS, LLC TRADEMARKS AND LICENSES**I. TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Medical Staffing Network, Inc./Logo	2,713,485	5/6/2003

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. TRADEMARK LICENSES

Licenses relating to "off-the-shelf"/shrink wrap computer software

MEDICAL STAFFING NETWORK OF ILLINOIS, LLC TRADEMARKS AND LICENSES**I. TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
None.		

III. TRADEMARK LICENSES

License Agreement dated as of August 18, 2003 between Medical Staffing Network Assets, LLC and Medical Staffing Network of Illinois, LLC

Licenses relating to "off-the-shelf"/shrink wrap computer software

Neither Medical Staffing network Holdings, Inc., Medical Staffing Holdings, LLC nor MSN-Illinois Holdings, Inc. has any registered trademarks, trademark applications pending with the United States Patent and Trademark Office or license agreements.

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SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None.		

II. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Date</u>
None.	

III. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		