

R

08-20-2003

ER SHEET
LY

U.S. DEPARTMENT OF
Patent and Trademark

8-19-03



Tab settings

To the Honorable Commissioner of

102529504

attached original documents or copy thereof.

1. Name of conveying party(ies):
FASTAFF, Inc.

- Individual(s)
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation-State CO
 - Other
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Merrill Lynch Capital, a division of Merrill

Lynch Business Financial Services Inc., as Agent

Internal Address: _____
Street Address : 222 North LaSalle Street, 16th Floor
City: Chicago State: IL Zip: 60601

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

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 4, 2003

4. Application number(s) or trademark

A. Trademark Application No.(s)

See attached

B. Trademark Registration

See attached.

Additional numbers attached? Yes

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

Name: Penelope Johnson

Internal Address: _____

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street Address: _____

City: _____ Stat _____ ZIP _____

6. Total number of applications and registrations 6.....

7. Total fee (37 CFR 3.41)..... \$ 165.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

08/20/2003 EC0088 00000047 2307241

DO NOT USE THIS SPACE

01 FC:8521 40.00 DP
02 FC:8532 125.00 DP

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 of the original document.

Penelope Johnson
Name of Person

Penelope Johnson
Signature

08/13/03
Date

5

Total number of pages including cover sheet, attachments, and

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

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
FASTAFF, INC.	2,307,241	01/11/2000
WE KNOW WHAT YOU'RE WORTH	2,558,717	04/09/2002
IT IS ALL ABOUT COMMITMENT	2,561,553	04/16/2002
5 POINT 3/4 COMPASS (FASTAFF DRAWING)	2,708,929	04/22/2003
ACROSS THE COUNTRY AND AROUND THE CORNER	2,713,408	05/06/2003

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
FASTAFF NURSING CAREERS	76/381246	03/12/2002

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this fourth day of August, 2003 by FASTAFF, INC., a Colorado corporation ("Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, U.S. Nursing Corporation, a Colorado corporation (the "Borrower"), and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Grantor is a wholly-owned Subsidiary of the Borrower;

WHEREAS, Grantor will derive substantial benefit and advantage from the financial accommodations available to the Borrower set forth in the Credit Agreement, including the Loans and advances made to the Borrower thereunder, and it will be in Grantor's direct interest and economic benefit to assist the Borrower in procuring such financing accommodations from the Lenders; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee and the other "Debtors" party thereto (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FASTAFF, INC.

By: [Signature]
Name: Henry M. K. K.
Title: CEO

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Agent

By: [Signature]
Name: CLARE BALLOE
Title: DIRECTOR

Trademark Security Agreement

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
FASTAFF, INC.	2,307,241	01/11/2000
WE KNOW WHAT YOU'RE WORTH	2,558,717	04/09/2002
IT IS ALL ABOUT COMMITMENT	2,561,553	04/16/2002
5 POINT 3/4 COMPASS (FASTAFF DRAWING)	2,708,929	04/22/2003
ACROSS THE COUNTRY AND AROUND THE CORNER	2,713,408	05/06/2003

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
FASTAFF NURSING CAREERS	76/381246	03/12/2002