TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Starmed Health Personnel, Inc.		02/02/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	InteliStaf Holdings, Inc.
Street Address:	18W140 Butterfield Road
Internal Address:	Suite 600
City:	Oakbrook Terrace
State/Country:	ILLINOIS
Postal Code:	60181
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2271898	EAI
Registration Number:	2038774	EAI MEDICAL PERSONNEL SERVICES
Registration Number:	2241609	HEALTHCARE STAFFING SOLUTIONS
Registration Number:	2087548	QUICK STAFF HEALTHCARE STAFFING SOLUTIONS, INC.
Registration Number:	1488786	STARMED
Serial Number:	78299852	STARMED
Serial Number:	78299849	STARMED STAFFING. PROFESSIONALS.

OP $190.00 2271898

CORRESPONDENCE DATA

Fax Number: (501)376-9442
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5013710808
Email: jdougherty@wlj.com
Correspondent Name: J. Charles Dougherty
Address Line 1: 200 W. Capitol Ave.
Address Line 2: Suite 2300

Address Line 4:	Little Rock, ARKANSAS 72201-3699
NAME OF SUBMITTER:	J. Charles Dougherty

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Trademark Assignment ("the Assignment") is made as of February 2, 2004 (the "Effective Date"), by and between STARMED HEALTH PERSONNEL, INC. a Delaware corporation (the "Assignor"), and INTELISTAF HOLDINGS, INC., a Delaware corporation (the "Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest to the trademark registrations, trademark applications, and/or common law trademarks identified in Appendix A (the "Trademarks"); and

WHEREAS, pursuant to a Stock Purchase and Sale Agreement executed by Assignor, Assignee, RehabCare Group, Inc., a Delaware corporation, and StarMed Management, Inc., a Delaware corporation, on December 30, 2003, pursuant to which, among other things, Assignee will acquire the StarMed Division (as defined in the Purchase Agreement) by purchasing from the Assignor all of the StarMed Shares (as defined in the Purchase Agreement) and certain other assets used by the StarMed Division in its conduct of the Business, as set forth in the Purchase Agreement (the "Purchase Agreement"), Assignee desires to obtain an assignment of all of Assignor's rights, title, and interest in and to the Trademarks from Assignor, and Assignor desires to grant an assignment of all of its rights, title, and interest in and to the Trademarks to Assignee.

NOW, THEREFORE, for valuable consideration, the recipient and sufficiency of which is hereby acknowledged, Assignor and Assignee mutually agree as follows:

Subject to the terms, conditions, and limitations set forth herein and in the Purchase Agreement, Assignor hereby sells, assigns, and transfer to Assignee, its successors and assigns all of Assignor's right, title and interest in and to the Trademarks, including the goodwill symbolized by the Trademarks, free and clear of all leases, liens, security interests, rights of first refusal, options or similar restrictions, and further including any and all rights and remedies based on past infringement of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns had no assignment of the Trademarks been made.

Assignor agrees, upon the request of and at the cost of Assignee, to perform any affirmative acts and execute all documents necessary for Assignee to obtain the rights, title and interest to the Trademarks assigned herein, and to ensure that such rights, title and interest are properly vested in and transferred to Assignee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the Effective Date.

STARMED HEALTH PERSONNEL, INC.

By: Vincent L. Germanese

Name: Vincent L. Germanese

Title: Senior Vice President, CFO & Secretary

STATE OF Missouri)

) SS.

COUNTY OF St Louis)

On this 2nd day of February, 2004, personally appeared Vincent L. Germanese, the person above-named, and acknowledged that he/she executed the foregoing Assignment on behalf of Starmed Health Personnel, Inc. and pursuant to authority duly received.

Betty D. Cammarata

Notary Public

BETTY D. CAMMARATA
St. Louis County
My Commission Expires
February 23, 2004

INTELISTAF HOLDINGS, INC.

By: [signature]

Name: RALPH FRIEDMANN

Title: President/CEO

STATE OF ILLINOIS)

) SS.

COUNTY OF DuPage)

OFFICIAL SEAL
CHRISTINE L BLOOM
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12-04-06

On this 2nd day of February, 2004, personally appeared Ralph Friedmann, the person above-named, and acknowledged that he/she executed the foregoing Assignment on behalf of Intelistaf Holdings, Inc. and pursuant to authority duly received.

Christine L. Bloom

Notary Public

RECORDED: 06/09/2004

TRADEMARK
REEL: 002869 FRAME: 0509