

12-08-2003



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Medical Staffing Network, Inc.
Individual(s) Association
General Partnership Limited Partnership
[X] 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 Assets, LLC
Internal
Address:
Street Address: 161 South Lincolnway, Suite 208
City: North Aurora State: FL Zip: 33431
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State:
[X] Other: Illinois Limited Liability Company
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:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date:

4. Application number(s) or registration number(s)
A. Trademark Application No.(s):
B. Trademark Registration No.(s) 2,713,485
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: 1
7. Total fee (37 CFR 3.41) \$40.00
[X] 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
Date 12/04/03

Total number of pages including cover sheet, attachments, and document: 1

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

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TRADEMARK REEL: 002874 FRAME: 0203

## ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS ("Assignment") is made and entered into as of the 30<sup>th</sup> day of July, 2003 by Medical Staffing Network, Inc., a Delaware corporation ("Assignor"), in favor of Medical Staffing Network Assets, LLC, an Illinois limited liability company ("Assignee"), pursuant to a Contribution Agreement dated July 30, 2003 by and between Assignor and Assignee (the "Contribution Agreement"). For value received, and in consideration of the sum of Ten and No/100 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) MSN owns the service mark, trade name and logo set forth on Schedule 1 to this Assignment used in connection with MSN's operation of a healthcare staffing business (the "Business").

(b) MSN desires to contribute the Intellectual Property (as defined below) to the capital of the Company in exchange for issuance of member interests in the Company in accordance with the terms and conditions set forth in this Assignment and the Contribution Agreement.

(c) All terms not otherwise defined in this Assignment shall have the meanings given them in the Contribution Agreement.

2. **Assignment.** Assignor hereby sells, grants, conveys, assigns and transfers to Assignee, and Assignee's representatives, successors and assigns, and Assignee hereby accepts the assignment of, all of Assignor's right, title and interest in and to the service mark, trade name and logo set forth on Schedule 1 to this Assignment together with the goodwill associated therewith (the "Intellectual Property"), free and clear of any and all Liens, except Liens arising under the Credit Agreement.

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 set forth in the Contribution Agreement that relate to the Intellectual Property 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 or to any of 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 9 of the Contribution 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 thereunder.

[Remainder of page intentionally left blank. Signatures on next page.]

Assignor and Assignee have executed this Assignment of Intellectual Property Rights on the date first written above.

MEDICAL STAFFING NETWORK, INC.

By: *[Signature]*  
Name: KEVIN S. LITTLE  
Title: CFO

MEDICAL STAFFING NETWORK ASSETS,  
LLC


By: *[Signature]*  
Name: KEVIN S. LITTLE  
Title: CFO

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SCHEDULE 1

INTELLECTUAL PROPERTY

Registered Service Mark

Service Mark Description	Registration Number	Registered Classes	Date Registered
 <i>medical staffing network, inc.</i>	2,713,485	Recruitment and placement of temporary healthcare personnel to work in medical facilities across the United States, International Class 35	5/6/2003

Trade Name

Medical Staffing Network

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