

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OHS Service Corp.		10/27/2000	CORPORATION: TEXAS

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	InteliStaf Flying Nurses Corp.
<b>Street Address:</b>	1900 Spring Road
<b>Internal Address:</b>	Suite 515
<b>City:</b>	Oak Brook
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60523
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1363903	HEALTH CARE TRAVELERS

**CORRESPONDENCE DATA**

Fax Number: (501)376-9442  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (501) 371-0808  
 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

<b>NAME OF SUBMITTER:</b>	J. Charles Dougherty
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**Total Attachments: 4**  
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OP \$40.00 1363903

ASSIGNMENT OF SERVICE MARK

THIS AGREEMENT is made and entered into as of this 27th day of October, 2000 between OHS Service Corp., a corporation organized and existing under the laws of Texas and having its principal place of business at 175 Broad Hollow Road, Melville, New York 11747 (the "Assignor") and Intelistaf Flying Nurses Corp., a corporation organized and existing under the laws of Delaware and having its principal place of business at 1900 Spring Road, Suite 515, Oak Brook, Illinois, 60523 (the "Assignee").

WHEREAS, the Assignor has adopted, has used, and is using the following service mark:

<u>Service Mark</u>	<u>U.S. Regis. No.</u>	<u>Regis. Dated</u>
Health Care Travelers	1,363,903	10/1/85

(the "Mark"); and

WHEREAS, the Assignee desires to acquire the Mark and any registrations thereof, together with the goodwill associated with the Mark, and the Assignor wishes to convey and transfer to the Assignee the Mark and any registrations thereof and the goodwill associated with the Mark;

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment.

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Mark and any registrations thereof or applications therefor, together with the goodwill associated with the Mark, and all rights in the Mark, including the right to file for protection around the world on the Mark, and the right to renew any registrations on the Mark, including the right to sue for past and future infringement of the Mark, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.

2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

3. Amendment of Agreement. No modification, changes, or supplements to this Agreement shall be effective except as may be agreed upon in writing signed by an authorized officer of each party.

4. Severability. The invalidity of any provision of this Agreement shall not affect the enforceability of any other provisions of this Agreement. The invalidity of any provision of this Agreement shall merely render such invalid provision ineffective.

5. Governing Law. The parties hereby agree that this

Agreement shall be governed by and construed under and in accordance with the laws of the State of New York without giving effect to principles of conflict of laws. The parties consent to the jurisdiction of all state and federal courts of record situated in the State of New York. Service of process upon any party shall be deemed, in every respect, effective upon such party if made by prepaid registered or certified mail, return receipt requested, or if personally delivered against receipt to the address set forth in the Preamble to this Agreement or to such other address as a party may designate in writing to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as a sealed instrument as of the day and year first above written.

OHS SERVICE CORP.

By Patricia C. Ma  
Name: PATRICIA C. MA  
Title: SECRETARY

On this 27<sup>e</sup> day of October, 2000,  
before me appeared Patricia C. Ma,  
who signed this instrument and who  
acknowledged that he signed it on  
behalf of OHS Service Corp with  
authority to do so.

Joseph A. Campbell  
Notary Public  
02CA6024391 5/01

INTELISTAF FLYING NURSES CORP.

By \_\_\_\_\_  
Name:  
Title: