

FACSIMILE OF FORM PTO-1595

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

TRADEMARKS ONLY

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):
 NURSEFINDERS, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation (Texas)
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: JPMorgan Chase Bank
 Address: 2200 Ross Avenue, 3rd Floor
 Dallas, TX 75201

Individual(s) citizenship
 Association
 General Partnership
 Corporation
 Other - New York Banking Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: August 13, 2004

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
78/191,007	1,669,698 2,701,286
78/191,002	1,222,995 2,120,812
	1,608,455

Additional numbers attached? Yes No

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

Name: Locke Liddell & Sapp LLP
 Internal Address: Attn: Patricia Paquet
 Street Address: 600 Travis St., Suite 3400
 City: Houston State: TX Zip: 77002-3095

6. Total number of applications and registrations involved: 7

7. Total fee (37 C.F.R. 3.41)..... \$190.00
 Enclosed
 Authorized to be charged to deposit account (any deficiency in enclosed fees)
 Authorized to be charged to deposit account

8. Deposit account number:
12-1322 (Atty Dkt:013214-00044)
 (DO NOT attach duplicate copy of this page even 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.

PATRICIA PAQUET *Patricia Paquet* 10-14-04
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 8

CH \$190.00 121322 78191007

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of August 13, 2004, is by and between NURSEFINDERS, INC. ("Debtor"), a Texas corporation, whose address is 1701 E. Lamar Blvd., Suite 200, Arlington, Texas 76006, Attention: Chris Freidrichs, and JPMORGAN CHASE BANK, a New York banking corporation, whose address is 2200 Ross Avenue, Third Floor, Dallas, Texas 75201, Attention: Courtney Jeans, in its capacity as agent (in such capacity, the "Agent"), under the Credit Agreement (as amended, restated and supplemented from time to time, (the "Credit Agreement") of even date herewith, by and among Debtor, each of the financial institutions which are signatories thereto or which may become a party thereto from time to time (individually, a "Lender" and, collectively, the "Lenders"), and Agent.

WHEREAS, Debtor, Agent and Lenders have entered into the Credit Agreement;

WHEREAS, Debtor and Agent on behalf of Lenders have entered into a Security Agreement (Personal Property) of even date hereof (as said Security Agreement may be amended, restated, modified, supplemented and in effect from time to time, the "Security Agreement"), which sets forth in more detail certain terms and conditions relating to the matters agreed to herein;

WHEREAS, the Credit Agreement contemplates the execution of this Agreement by the parties hereto and the recordation of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security Interest. Debtor does hereby grant to Agent on behalf of Lenders a continuing security interest in all of the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired, to secure the payment of the Debt (as defined in the Security Agreement):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications (except for intent-to-use trademark applications) in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including, without limitation, each Trademark listed on Schedule 1 attached hereto (and all amendments, supplements, restatements and modifications thereof or thereto from time to

time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark (each herein called a "Trademark License," and collectively called the "Trademark Licenses"), including, without limitation, each Trademark License listed in Schedule 1 (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and

(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.

2. Miscellaneous. This security interest is granted in conjunction with the Liens granted to Agent on behalf of Lenders pursuant to the Security Agreement. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The terms and provisions hereof are in addition to, and not in limitation of or limited by, those of the Security Agreement, the Credit Agreement and the other Loan Documents. The attached Schedule 1 is incorporated herein by reference for all purposes. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Credit Agreement. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE APPLICABLE LAWS OF THE STATE OF NEW YORK (OTHER THAN THE CONFLICTS OF LAWS PRINCIPLES THEREOF) AND THE UNITED STATES OF AMERICA FROM TIME TO TIME IN EFFECT, INCLUDING WITHOUT LIMITATION, THE UNITED STATES TRADEMARK LAWS. This Agreement shall be binding upon Debtor, and the trustees, receivers, successors and assigns of Debtor, including all successors in interest of Debtor in and to all or any part of the Trademark Collateral, and shall benefit Agent and its successors and assigns. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and this Agreement shall be liberally construed so as to carry out the intent of the parties to it. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. The section headings appearing in this Agreement have been inserted for convenience only and shall be given no substantive meaning or significance whatever in construing the terms and provisions of this Agreement.

[SIGNATURE(S) ON FOLLOWING PAGE(S)]

[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of July 13, 2004.

August

"Debtor"

NURSEFINDERS, INC.,
a Texas corporation

By: 

Name: Chris Friedrichs

Title: Vice President of Financial Services

"Agent"

JPMORGAN CHASE BANK, a New York
banking corporation, as Agent

By: _____

Name: _____

Title: _____

Attachment:

Schedule 1 - Trademarks

[SIGNATURE PAGE(S) TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Debtor and Agent have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of ~~July~~ 13, 2004.
August


"Debtor"

NURSEFINDERS, INC.,
a Texas corporation

By: _____
Name: _____
Title: _____

"Agent"

JPMORGAN CHASE BANK, a New York
banking corporation, as Agent

By: 
Name: JPMorgan Chase
Title: Vice President

Attachment:

Schedule 1 - Trademarks

AUSTIN-013214/00044-297875v3

TRADEMARK
REEL: 002955 FRAME: 0466

**SCHEDULE 1 TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARKS

1. Registered U.S. Trademarks

NURSEFINDERS	1,669,698	12/24/91 (renewal date 1/24/02)
NURSEFINDERS	1,222,995	1/4/83 (renewal date 3/14/03)
THE PROFESSIONAL CHOICE	1,608,455	7/31/90 (renewal date 2/2/01)
iAPPLY	2,701,286	3/25/02
SINGLESOURCE	2,120,812	12/16/97

2. Registered U.S. Trademark Applications

NURSEFINDERS THE TRAVELERS' CHOICE	78/191,007	12/4/02
NURSEFINDERS THE TRAVELERS' CHOICE and design	78/191,002	12/4/02

3. Registered State Trademarks

None.

4. Registered State Trademark Applications

None.

5. Other Trademarks

None.

6. Trademark Licenses

Pursuant to franchise agreements between the Company and certain franchisees, a limited license is granted to use the name "Nursefinders" and certain other proprietary marks.