

Form PTO-1594
(rev 06/04)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

**Carlyon New York Branch (formerly Credit
Agricole Indosuez New York Branch), as
Administrative Agent, Collateral Agent and
Syndication Agent for the Banks
1301 Avenue of the Americas
New York, NY 10019**

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

Citizenship _____

Execution Date(s) **February 14, 2005**

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

2. Name and Address of receiving party(ies)

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

Name: **InteliStaf Healthcare Management, L.P.**

Internal Address: _____

Street Address: **4101 McEwen Ste. 250**

City: **Dallas**

State: **TX**

Country: _____ Zip: **75244**

Association - Citizenship _____

General Partnership - Citizenship _____

Limited Partnership - Citizenship **Delaware**

Corporation - Citizenship _____

Other _____
Citizenship _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Government Interest Assignment
- Other **Release of Lien in Trademarks**

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

A. Trademark Application No(s).

B. Trademark Registration No(s).

1363903

1545615

2379505

2402285

Additional numbers attached? Yes No

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

Jonathan Seiden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3000
Fax: (212) 735-2000
jseiden@skadden.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 1.21(h) and 3.41) \$115

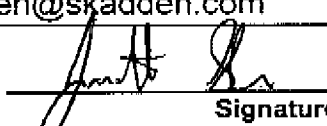
All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. **139900/513**)

8. Payment Information

Deposit Account No. **19-2385**

Authorized user Name: **Michael McGuire**

9. Signature.



Signature

Jonathan Seiden

Name of Person Signing

March 17, 2005

Date

Total number of pages including cover sheet, and documents:

4

CH \$116.00 192385 1363903

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS is given as of this 14th day of February, 2005 by CALYON NEW YORK BRANCH ("Assignor"), (formerly Credit Agricole Indosuez New York Branch), located at 1301 Avenue of the Americas, New York, New York 10019, as administrative agent, collateral agent and syndication agent for the Banks, in favor of InteliStaf Healthcare Management, L.P. ("Assignee"), a Delaware Limited Partnership located at 4101 McEwen, Ste. 250; Dallas, TX 75244, and successor in interest to Intelistaf Healthcare, Inc. (f/k/a InteliStaf Flying Nurses Corp.). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Security Agreement (as defined below).

WHEREAS, pursuant to the Security Agreement, dated October 27, 2000, between InteliStaf Group, Inc., InteliStaf Holdings, Inc., and each of the Subsidiary Guarantors (the "Security Agreement"), including, among others, InteliStaf, Inc. (predecessor to InteliStaf Flying Nurses Corp. by merger) and InteliStaf Flying Nurses Corp. (f/k/a Olsten Flying Nurses Corp., and predecessor to OHS Service Corp. by assignment) (collectively, the "Pledgors") on the one hand, and Assignor on the other hand, as collateral security for the payment and performance in full of all the Secured Obligations, Pledgors pledged, assigned, transferred and granted to the Collateral Agent for its benefit and for the benefit of the Secured Parties, a security interest in and Lien on all of the right, title and interest of Pledgors in, to, and under the Pledged Collateral, including the Trademarks, wherever located, whether existing at the time or thereafter arising or acquired from time to time.

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on March 12, 2001 at Reel/Frame 2248/0207.

WHEREAS, Assignor has agreed to release its security interest in the Trademarks, including the Trademarks set forth on Schedule A, and assign, transfer, and grant all of its right, title and interest in the Trademarks that were pledged to Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby releases its security interest in the Trademarks, including the Trademarks set forth on Schedule A, and revests Assignee with full right, title, and interest in the Trademarks.

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF ADEMARKS to be duly executed as of the date above first written.

ASSIGNOR
CALYON NEW YORK BRANCH

By: *Suyash Upreti*
Name: **SUYASH UPRETI**
Title: **Vice President**

By: *Jean Flecheux*
Name: **Jean Flecheux**
Title: **Managing Director**

SCHEDULE A

UNITED STATES TRADEMARKS

Trademark	App. No./ (Filing Date)	Reg. No./ (Issuance Date)	Owner
HEALTH CARE TRAVELERS	73/440,105 (August 19, 1983)	1,363,903	InteliStaf Healthcare Management, L.P.
FLYING NURSES	73/759,356 (October 24, 1988)	1,545,615	InteliStaf Healthcare Management, L.P.
THE CURE FOR THE COMMON CAREER	75/808,660 (September 27, 1999)	2,379,505	InteliStaf Healthcare Management, L.P.
MEDCARRERS.COM	75/163,713 (September 10, 1996)	2,402,285	InteliStaf Healthcare Management, L.P.