

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|--|
| SUBMISSION TYPE: | CORRECTIVE ASSIGNMENT |
| NATURE OF CONVEYANCE: | Corrective Assignment to correct the Nature of Conveyance: Security Interest was incorrectly recorded as an Assignment previously recorded on Reel 001651 Frame 0447. Assignor(s) hereby confirms the Security Interest. |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------------|----------|----------------|----------------------|
| Interim Healthcare, Inc. | | 09/26/1997 | CORPORATION: FLORIDA |

RECEIVING PARTY DATA

| | |
|--------------------------|--|
| Name: | NationsBank, N.A., as Agent for the benefit of the Secured Parties |
| Street Address: | 101 N. Tryon Street |
| Internal Address: | 15th Floor |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255 |
| Entity Type: | Association: |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1929651 | INTERPATH |

CORRESPONDENCE DATA

Fax Number: (312)372-8681
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-201-8220
 Email: riggs@patula.com
 Correspondent Name: Charles T. Riggs Jr.
 Address Line 1: 116 S. Michigan Ave.
 Address Line 2: 14th Floor
 Address Line 4: Chicago, ILLINOIS 60603

| | |
|---------------------------|------------------------|
| NAME OF SUBMITTER: | Charles T. Riggs Jr. |
| Signature: | /Charles T. Riggs Jr./ |

OP \$40.00 1929651

Date:

07/21/2005

Total Attachments: 5

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11-10-1997

COVER SHEET RECEIVED U.S. DEPARTMENT OF COMMERCE PATENT AND TRADEMARK OFFICE

NOV 05 1997



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Tab Settings

To the Honorable Commissioner of

is attached as REPLACEMENT COPY hereof.

1. Name of conveying party(ies):
HRD 11.3.97
 Interim RediPharm Inc.
 2050 Spectrum Blvd.
 Ft. Lauderdale, FL 33309

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

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

2. Name and address of receiving party(ies)
 NationsRisk, N.A., as Agent for the
 Name: benefit of the Secured Parties

Internal Address: _____

Street Address: 101 N. Tryon Street, 15th Floor

City: Charlotte State: NC ZIP: 28255

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

Assignee is not domiciled in the United States; assignor's citizenship 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:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No (s)
SEE ATTACHMENT

B. Trademark Registration No. (s)
NONE

Additional numbers attached? Yes No

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 200.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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

Name: Fronchessga, Clark

Internal Address: Attn: Kimberly Zirkle

Street Address: 100 N. Tryon Street, Suite 2900

City: Charlotte State: NC ZIP: 28202

11/07/1997 10HABREZ 00000025 74578596
 1 FC:481 40.00 00
 2 FC:482 70.00 00

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.

Raymond S. Kuleski, Esq. [Signature] [Signature]
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignment
 Washington, D.C. 20231
 REEL: 1651 FRAME: 0447

ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS AND TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, INTERIM HEALTHCARE INC., a Florida corporation (the "Assignor"), having its chief executive office at 2050 Spectrum Boulevard, Ft. Lauderdale, Florida 33309, hereby assigns and grants to NATIONSBANK, N.A., as Agent (in such capacity, the "Agent"), with offices at NC1-001-15-04, 101 North Tryon Street, Charlotte, North Carolina 28255, a security interest in (all of which are herein collectively referred to as the "PTO Collateral") (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications set forth on Schedule A attached hereto (the "Marks"), (ii) all of the Assignor's right, title and interest in and to the United States patents set forth on Schedule B attached hereto (the "Patents"), in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses symbolized by the Marks and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the full and prompt performance and payment of all the Secured Obligations of the Assignor, as such term is defined in the Pledge and Security Agreement, dated as of September 26, 1997, among the Assignor, the Agent and the other parties thereto (as amended, supplemented or modified from time to time, the "Security Agreement"). Upon the satisfaction of the conditions set forth in Section 2.08(b) of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the PTO Collateral acquired under this Assignment.

THIS ASSIGNMENT has been granted in conjunction with the security interest granted to the Agent for the benefit of the Secured Parties under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Assignment is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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TRADEMARK
REEL: 1651 FRAME: 0448

**TRADEMARK
REEL: 003125 FRAME: 0149**

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 20th day of September, 1997.

INTERIM HEALTHCARE INC., as Assignor

By: *Paul Hamm*
Title: Assistant Secretary

STATE OF NEW YORK

COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 20th day of September, 1997 by *Paul Hamm* as Assistant Secretary of Interim Healthcare, Inc., a Florida corporation, on behalf of the corporation.

My commission expires:

Notarial Seal

BEVERLY A. VIDA
Notary Public, State of New York
No. 20418028
Oswego, Oswego County
Commission Expires August 25, 1998

Beverly A. Vida
Notary Public

NATIONSBANK, N.A.,
as Agent

By: *Wendell A. Ambrose III*
Title: Vice President

TRADEMARKS AND TRADEMARK APPLICATIONS

| <u>Serial No. or Registration No.</u> | <u>Country</u> | <u>Issue or Filing Date</u> | <u>Mark</u> |
|---|----------------|---------------------------------|--|
| 74-578,590/ 1,929,651 | United States | 9/16/94 10/24/95 | INTERPATH |
| 220,314/ 1,158,557 | United States | 6/19/79 6/23/81 | MPP |
| 32,416/ 1,066,897 | United States | 9/19/74 5/31/97 | MEDICAL PERSONNEL POOL & DESIGN |
| 74,312,791/ 1,807,886 | United States | 7/22/92 11/30/93 | MEDICAL PERSONNEL POOL |

PATENTS AND PATENT APPLICATIONS

| <u>Serial No. or Patent No.</u> | <u>Inventor</u> | <u>Country</u> | <u>Issue or Filing Date</u> | <u>Title</u> |
|-------------------------------------|-----------------|----------------|---------------------------------|--------------|
| None. | | | | |

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RECORDED: 11/05/1997

TRADEMARK
REF: 1651 FRAME: 0451