

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                       |                   |
|-----------------------|-------------------|
| SUBMISSION TYPE:      | NEW ASSIGNMENT    |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name                                   | Formerly | Execution Date | Entity Type                   |
|--|----------|----------------|-------------------------------|
| Intelistaf Healthcare, Inc.            |          | 02/14/2005     | CORPORATION: DELAWARE         |
| Intelistaf Healthcare Management, L.P. |          | 02/14/2005     | LIMITED PARTNERSHIP: DELAWARE |

**RECEIVING PARTY DATA**

|                 |  |
|-----------------|--|
| Name:           | NewStar Financial, Inc., as Administrative Agent |
| Street Address: | 500 Boylston Street, Suite 1600                  |
| City:           | Boston   |
| State/Country:  | MASSACHUSETTS                                    |
| Postal Code:    | 02116  |
| Entity Type:    | CORPORATION: DELAWARE                            |

**PROPERTY NUMBERS Total: 21**

| Property Type        | Number   | Word Mark                          |
|----------------------|----------|------------------------------------|
| Registration Number: | 2379505  | THE CURE FOR THE COMMON CAREER     |
| Registration Number: | 2460404  | "THE CURE FOR THE COMMON JOB"      |
| Registration Number: | 2460403  | "THE CURE FOR THE COMMON TEMP"     |
| Registration Number: | 2498122  | INELISTAF HEALTHCARE               |
| Registration Number: | 2402285  | MEDCAREERS.COM                     |
| Registration Number: | 2271898  | EAI                                |
| Registration Number: | 1488786  | STARMED                            |
| Registration Number: | 2881748  | STARMED                            |
| Registration Number: | 1545615  | FLYING NURSES                      |
| Registration Number: | 1363903  | HEALTH CARE TRAVELERS              |
| Registration Number: | 2888038  | STAFFING EFFECTIVENESS PARTNERSHIP |
| Registration Number: | 2241609  | HEALTHCARE STAFFING SOLUTIONS      |
| Serial Number:       | 78329496 | ISTAF                              |

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|                |          |                                  |
|----------------|----------|----------------------------------|
| Serial Number: | 78299849 | STARMED STAFFING. PROFESSIONALS. |
| Serial Number: | 78387294 | INTELICASH                       |
| Serial Number: | 78329633 | DNA                              |
| Serial Number: | 78498169 | ICASH                            |
| Serial Number: | 78307511 | INTELISOURCE                     |
| Serial Number: | 78307563 | IQ                               |
| Serial Number: | 78329549 | PE2                              |
| Serial Number: | 78329487 | QUALITY IS THE COMPANY WE KEEP   |

**CORRESPONDENCE DATA**

Fax Number: (617)227-4420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 6172390632  
Email: agrandy@palmerdodge.com  
Correspondent Name: Adam M Grandy  
Address Line 1: 111 Huntington Avenue  
Address Line 2: Palmer & Dodge LLP  
Address Line 4: Boston, MASSACHUSETTS 02199

|                    |                 |
|--------------------|-----------------|
| NAME OF SUBMITTER: | Adam M Grandy   |
| Signature:         | /Adam M Grandy/ |
| Date:              | 09/01/2005      |

Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 14, 2005, between each of the undersigned (each, a "Grantor"), and NewStar Financial, Inc. ("NewStar"), acting in the capacity of agent for the benefit of itself and the other Secured Parties (in such capacity, the "Administrative Agent").

### WITNESSETH:

WHEREAS pursuant to the terms of that certain Second Lien Credit Agreement, dated as of February 14, 2005 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among InteliStaf Healthcare, Inc. (the "Borrower") and NewStar, as Administrative Agent, and the Lenders, and the Administrative Agent and the Lender have agreed to extend credit and make certain financial accommodations to the Borrower;

WHEREAS pursuant to the Pledge and Security Agreement, dated as of February 14, 2005 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantors and Administrative Agent, each Grantor granted to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Security Agreement), including the obligations of the Borrower under the Second Lien Credit Agreement; and

WHEREAS pursuant to the Second Lien Credit Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each Grantor agrees as follows:

#### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

#### ***Section 2. Grant of Security Interest in Trademarks***

Each Grantor hereby grants to the Administrative Agent a security interest and continuing lien on all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"); provided that applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such marks will not be deemed Trademark Collateral unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such applications shall be automatically subject to the lien granted herein and deemed included in the Collateral.

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Secured Obligations.

***Section 4. Security Agreement***


The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTELISTAF HEALTHCARE, INC.,  
*as Grantor*

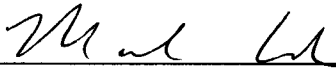
By:   
Name: Kip Weatherwax  
Title: Vice President

INTELISTAF HEALTHCARE MANAGEMENT, L.P.,  
*as Grantor*,

By:   
Name: Kip Weatherwax  
Title: Vice President

ACCEPTED AND AGREED  
as of the date first above written:

NEWSTAR FINANCIAL, INC.  
*as Administrative Agent*

By:   
Name: Mark D. Cordes  
Title: Managing Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

**A. REGISTERED TRADEMARKS:**

| <b>Owner</b>                           | <b>Trademark</b>                   | <b>Jurisdiction</b> | <b>Registration/<br/>Application<br/>Number</b> |
|--|------------------------------------|---------------------|---|
| InteliStaf Healthcare Management, L.P. | The Cure for the Common Career     | US                  | 2,379,505                                       |
| InteliStaf Healthcare Management, L.P. | The Cure for the Common Job        | US                  | 2,460,404                                       |
| InteliStaf Healthcare Management, L.P. | The Cure for the Common Temp       | US                  | 2,460,403                                       |
| InteliStaf Healthcare Management, L.P. | Intelistaf Healthcare              | US                  | 2,498,122                                       |
| InteliStaf Healthcare Management, L.P. | Medcareers.com                     | US                  | 2,402,285                                       |
| InteliStaf Healthcare, Inc.            | HealthTour                         | Nebraska            | 1273102   |
| InteliStaf Healthcare Management, L.P. | EAI and Design                     | US                  | 2,271,898                                       |
| InteliStaf Healthcare, Inc.            | StarMed Staffing Group             | New<br>Hampshire    | 411504  |
| InteliStaf Healthcare, Inc.            | Healthtour                         | New Mexico          | 92102007  |
| InteliStaf Healthcare Management, L.P. | Starmed                            | US                  | 1,488,786                                       |
| InteliStaf Healthcare Management, L.P. | StarMed (stylized design)          | US                  | 2,881,748                                       |
| InteliStaf Healthcare, Inc.            | StarMed Staffing Group             | Nebraska            | 10037186  |
| InteliStaf Healthcare Management, L.P. | Flying Nurses                      | US                  | 1,545,615                                       |
| InteliStaf Healthcare Management, L.P. | Health Care Travelers              | US                  | 1,363,903                                       |
| InteliStaf Healthcare Management, L.P. | Staffing Effectiveness Partnership | US                  | 2,888,038                                       |
| InteliStaf Healthcare Management, L.P. | Healthcare Staffing Solutions      | US                  | 2,241,609                                       |

B. TRADEMARK APPLICATIONS

| Owner  | Trademark                        | Jurisdiction | Registration/<br>Application<br>Number             |
|--|----------------------------------|--------------|--|
| InteliStaf, Inc. (now named InteliStaf Healthcare, Inc.) | IStaf                            | US           | Suspended application (application no. 78-329,496) |
| InteliStaf Healthcare Management, L.P.                   | StarMed Staffing. Professionals. | US           | Pending (application no. 78-299,849)               |
| InteliStaf Healthcare Management, L.P.                   | INTELICASH                       | US           | Pending (application no. 78-387,294)               |
| InteliStaf Healthcare Management, L.P.                   | DnA                              | US           | Pending (application no. 78-329,633)               |
| InteliStaf Healthcare Management, L.P.                   | ICASH                            | US           | Pending (application no. 78-498,169)               |
| InteliStaf Healthcare Management, L.P.                   | Intelisource                     | US           | Pending (application no. 78-307,511)               |
| InteliStaf Healthcare Management, L.P.                   | IQ                               | US           | Pending (application no. 78-307,563)               |
| InteliStaf Healthcare Management, L.P.                   | PE2                              | US           | Pending (application no. 78-329,549)               |
| InteliStaf Healthcare Management, L.P.                   | Quality is the Company We Keep   | US           | Pending (application no. 78-329,487)               |