

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MedHunters Inc.		12/30/2005	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Med Acquisition Co., Inc.		
Street Address:	353 Berea Road		
City:	Walden		
State/Country:	NEW YORK		
Postal Code:	12586		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2064761	MEDHUNTERS	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-728-8000		
Email:	eschonbraun@willkie.com		
Correspondent Name:	Emily L. Schonbraun		
Address Line 1:	787 Seventh Avenue		
Address Line 2:	Willkie Farr & Gallagher LLP		
Address Line 4:	New York, NEW YORK 10019		
NAME OF SUBMITTER:	Emily L. Schonbraun		
Signature:	/emilylschonbraun/		
Date:	01/04/2006		

CH \$40.00 2064761

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of December 30, 2005, by and between MedHunters Inc., a corporation governed under the laws of Canada, with an address of 180 Dundas Street West, Suite 2403, Toronto, Ontario M5G 1Z8 ("Assignor"), and Med Acquisition Co., Inc., a corporation governed under the laws of Canada, with an address of 353 Berea Road, Walden, NY 12586 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor owns all right, title, and interest in and to the trademarks and service marks listed on the attached Schedule A, all applications and registrations pertaining thereto and all common law rights associated therewith, together with all goodwill arising from the use of and symbolization by said trademarks (the "Trademarks");

WHEREAS, Assignor, Assignee and certain other parties named therein are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as the may be amended, modified or supplemented from time to time, the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee the Seller's Intellectual Property (as defined in the Purchase Agreement) and all right, title and interest therein and related thereto, including without limitation, the Trademarks; and

WHEREAS, Assignor and Assignee now desire to carry out the intent and purpose of the Purchase Agreement by the execution and delivery of this Assignment evidencing the assignment, sale and transfer to Assignee of the Trademarks.

NOW, THEREFORE, pursuant to the terms and conditions of the Purchase Agreement and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, free and clear of all Liens, all of its right, title and interest in and to the Trademarks throughout the world, including without limitation the goodwill of the business appurtenant thereto and which is symbolized thereby, that portion of the business to which the Trademarks pertain, including the right to license others under the Trademarks and the right to renew any trademark registration which shall issue from any application included in the Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past or future infringement of said Trademarks, with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof.

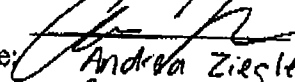
3. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Assignor hereby agrees to execute upon the request of Assignee, and at Assignee's expense, such additional documents as are necessary to register and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks worldwide, including all documents necessary to register in the name of Assignee the assignment of the Trademarks with the United States Patent & Trademark Office, the Canadian Intellectual Property Office and, with respect to any other equivalent foreign rights, with any other appropriate foreign or international office or registrar, and assist, at Assignee's expense, in any proceedings relating to Assignee's right, title, interest and benefit in and to the Trademarks.

[Remainder of the page is left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.

ASSIGNOR:
MEDHUNTERS INC.

BY: 
Name: *Andrea Ziegler*
Title: *President*

On this 30th day of December 2005, before me personally appeared Andrea Ziegler, to me personally known, who, being duly sworn, did say that she is the President of MedHunters Inc. and that she duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

ASSIGNEE:
MED ACQUISTION CO., INC.

BY: _____
Name: Allen W. Paschal
Title: Chief Executive Officer

On this _____ day of December 2005, before me personally appeared Allen W. Paschal, to me personally known, who, being duly sworn, did say that he is the Chief Exccutive Officer of Med Acquisition Co., Inc. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment to be executed by their proper officers thereunto duly authorized, as of the date first written above.


ASSIGNOR:
MEDHUNTERS INC.

BY: _____
Name:
Title:

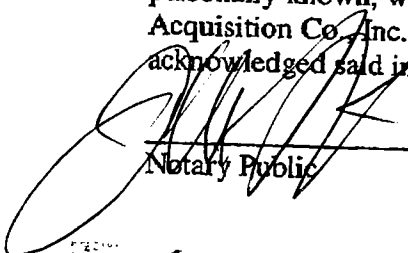
On this ____ day of December 2005, before me personally appeared Andrea Ziegler, to me personally known, who, being duly sworn, did say that she is the President of MedHunters Inc. and that she duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

ASSIGNEE:
MED ACQUISITION CO., INC.

BY: 
Name: Allen W. Paschal
Title: Chief Executive Officer

On this 30th day of December 2005, before me personally appeared Allen W. Paschal, to me personally known, who, being duly sworn, did say that he is the Chief Executive Officer of Med Acquisition Co. Inc. and that he duly executed the foregoing instrument and that said individual acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

JOSHUA FOSTER
Notary Public, State of New York
No. 02FO6103301
Qualified in New York County
Commission Expires Dec. 22, 2007

Schedule A

Trademarks and Service Marks and Applications and Registrations Therefor

Canadian Trademarks

WE'VE GOT YOUR NEXT JOB - Application No. 1238832

MEDHUNTERS - Registration No. TMA463619

FIND THE JOB YOU WANT WHERE YOU WANT IT - Registration No. TMA549675

United States Trademarks

MEDHUNTERS - Registration No. 2064761