TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/07/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trustaff, Inc.		12/07/2005	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Trustaff Travel Nurses, LLC
Street Address:	7767 Montgomery Road
Internal Address:	Suite 200
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45236
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2984207	TRUSTAFF

CORRESPONDENCE DATA

Fax Number: (614)228-6704
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 614.228.6280
Email: mgallagher@invention-protection.com
Correspondent Name: Michael J. Gallagher
Address Line 1: P.O. Box 785
Address Line 4: Columbus, OHIO 43216

ATTORNEY DOCKET NUMBER:	XPRS-040108.002
NAME OF SUBMITTER:	Michael J. Gallagher
Signature:	//mjg//

OP $40.00 2984207

Date:	01/31/2006

Total Attachments: 1
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TRADEMARK ASSIGNMENT

Pursuant to the Purchase Agreement by and among Trustaff, Inc., an Ohio corporation, ("Sellers") and Trustaff Travel Nurses, LLC ("Buyer"), an Ohio corporation, relating to Seller's Trustaff, Inc. business and dated December 7, 2005 ("Agreement"), for good and valuable consideration to them paid by Buyer, receipt of which is hereby acknowledged and agreed, Trustaff, Inc. hereby sells, conveys, assigns, and transfers to Buyer, as of December 7, 2005, all right, title, and interest in and to the following trademarks, trademark registrations, and trademark applications listed on the attached as *ExhibitA* hereto, together with the goodwill of the business in connection with which the trademarks are used and which is symbolized by the trademarks, to have and to hold the same. Subject to the Agreement, Seller hereby authorizes the Buyer to take any and all actions in connection with such trademarks, trademark registrations, and trademark applications in Buyer's own name and at the Buyer's expense.

All capitalized terms used but not identified herein have the meanings set forth in the Agreement.

Date: DECEMBER 7, 2005

TRUSTAFF, INC.

By: [signature]

Name Printed: BRENT D. LORENZ

Title: PRESIDENT

TRUSTAFF TRAVEL NURSES, LLC

By: [signature]

Name Printed: BRENT D. LORENZ

Title: MANAGER

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