

**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
Nursefinders, Inc.		06/13/2006	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc., as Administrative Agent
Street Address:	222 N LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1669698	NURSEFINDERS
Registration Number:	1222995	NURSEFINDERS
Registration Number:	1608455	THE PROFESSIONAL CHOICE
Registration Number:	2701286	IAPPLY
Registration Number:	2120812	SINGLESOURCE
Serial Number:	78191007	NURSEFINDERS THE TRAVELERS' CHOICE
Serial Number:	78191002	NURSEFINDERS THE TRAVELERS' CHOICE

**CORRESPONDENCE DATA**

Fax Number: (312)577-4565  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3125778265  
 Email: kristin.brozovic@kattenlaw.com  
 Correspondent Name: Kristin Brozovic c/o Katten Muchin  
 Address Line 1: 525 W Monroe Street

CH \$190.00 1669698

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 332658-00041

NAME OF SUBMITTER: Kristin Brozovic

Signature: /Kristin Brozovic/

Date: 07/13/2006

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 13<sup>th</sup> day of June, 2006 by **NURSEFINDERS, INC.**, a Texas corporation ("**Grantor**"), in favor of **MERRILL LYNCH CAPITAL**, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent (herein, "**Grantee**") for the Lenders (as such term is defined in the Credit Agreement described below).

### WITNESSETH

WHEREAS, pursuant to a certain Credit Agreement dated of even date hereof among Grantor, as the borrower, the "**Lenders**" from time to time party thereto and Grantee (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "**Credit Agreement**"), Lenders have agreed, subject to satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Grantor; and

WHEREAS, it is a condition precedent to the availability of such loans and other financial accommodations under the Credit Agreement that the Grantor shall have granted certain security interests described in a Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "**Security Agreement**"); and

WHEREAS, pursuant to the terms of the Security Agreement, Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:


- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**NURSEFINDERS, INC.,**  
a Texas corporation

By:   
Name: Patrick McColpin  
Title: Treasurer

Address: 1701 East Lamar Blvd., Suite 200  
Arlington, Texas 76006  
Facsimile number: 817-462-9117  
E-mail Address:  
[patrick.mccolpin@nursefinders.com](mailto:patrick.mccolpin@nursefinders.com)  
Taxpayer Identification Number: 75-1473273

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Trademark Security Agreement  
Borrower

**TRADEMARK**  
**REEL: 003347 FRAME: 0937**

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**NURSEFINDERS, INC.,**  
a Texas corporation

By: \_\_\_\_\_

Name: Patrick McColpin

Title: Treasurer

Address: 1701 East Lamar Blvd., Suite 200  
Arlington, Texas 76006

Facsimile number: 817-462-9117

E-mail Address:

[patrick.mccolpin@nursefinders.com](mailto:patrick.mccolpin@nursefinders.com)

Taxpayer Identification Number: 75-1473273

Agreed and Accepted  
As of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Administrative Agent

By: Clare Boulhe  
Name: Clare Boulhe  
Title: Director

**SCHEDULE 1**  
**to**  
**Nursefinders, Inc. Trademark Security Agreement**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
NURSEFINDERS	1,669,698	Reg. Date 12/24/91 and Renewal Date 12/24/01
NURSEFINDERS	1,222,995	Reg. Date 1/4/83 and Renewal Date 1/14/03
THE PROFESSIONAL CHOICE	1,608,455	Reg. Date 7/31/90 and Renewal Date 7/31/2000
iAPPLY	2,701,286	Reg. Date 3/25/03
SINGLESOURCE;	2,120,812	Reg. Date 12/16/97

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
NURSEFINDERS THE TRAVELERS' CHOICE	78/191,007	Filing Date 12/4/02
NURSEFINDERS THE TRAVELERS' CHOICE and design; related to Trademarks no. 1,222,995 and 1,669,698	78/191,002	Filing Date 12/4/02

In addition, Nursefinders, Inc. has the following abandoned, nonrenewed or cancelled trademarks.

Trademark Application and Mark Application: iNsite Workforce Solutions; filing date 7/29/04; abandoned after publication 9/16/05

Trademark Registration: NADIA; filing date 3/28/94; abandoned 7/29/96

Trademark Registration: SINGLESOURCE; Reg. No. 1,814,598; Cancellation Date: 5/6/98

Trademark Registration: NURSEFINDERS; Reg. No. 8223; Date Registered: 6/24/88; Status: Nonrenewed.

Pursuant to franchise agreements between Grantor and certain franchisees, a limited license is granted to use the name "Nursefinders" and certain other proprietary marks.

Schedule 1 to Nursefinders, Inc. Trademark Security Agreement