

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Club Staffing, Inc.		06/13/2006	CORPORATION: DELAWARE
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: 4			
Property Type	Number	Word Mark	
Registration Number:	2788934	CLUB STAFFING	
Registration Number:	2817233	CLUB STAFFING INC.	
Serial Number:	78822235	CLUBSTAFFING	
Serial Number:	78822237	EXCEPTIONAL HEALTHCARE. DELIVERED.	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4565		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic c/o Katten Muchin		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	332658-00041		
NAME OF SUBMITTER:	Kristin Brozovic		

CH \$115.00 2788934

Signature:	/Kristin Brozovic/
Date:	07/13/2006
Total Attachments: 5 source=Club Staffing TMSA- 1st lien#page1.tif source=Club Staffing TMSA- 1st lien#page2.tif source=Club Staffing TMSA- 1st lien#page3.tif source=Club Staffing TMSA- 1st lien#page4.tif source=Club Staffing TMSA- 1st lien#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 13th day of June, 2006 by **CLUB STAFFING, INC.**, a Delaware 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).

W I T N E S S E T H

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.

CLUB STAFFING, INC., a Delaware corporation

By: 
Name: Patrick McColpin
Title: Vice President
Address: 1701 East Lamar Blvd., Suite 200
Arlington, Texas 76006
Facsimile number: 817-462-9117
E-mail Address:
patrick.mccolpin@nursefinders.com
Taxpayer Identification Number: 58-2655851

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: _____

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

CLUB STAFFING, INC., a Delaware corporation

By: _____
Name: Patrick McColpin
Title: Vice President
Address: 1701 East Lamar Blvd., Suite 200
Arlington, Texas 76006
Facsimile number: 817-462-9117
E-mail Address:
patrick.mccolpin@nursefinders.com
Taxpayer Identification Number: 58-2655851

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 Bauche
Name: Clare Bauche
Title: Director

SCHEDULE 1
to
Club Staffing, Inc. Trademark Security Agreement

TRADEMARK REGISTRATION

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
CLUB STAFFING	2,788,934	Reg. Date 12/02/03
CLUB STAFFING INC. & Design	2,817,233;	Reg. Date 2/24/04

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
CLUB STAFFING & Design	78-822235	Filing Date 2/23/06
EXCEPTIONAL HEALTHCARE. DELIVERED.	78-822237	Filing Date 2/23/06

Schedule 1 to Club Staffing, Inc. Trademark Security Agreement

LAV1590751.1

RECORDED: 07/13/2006

TRADEMARK
REEL: 003347 FRAME: 0946