

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

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

CH \$190.00 1669698

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
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332658-00041
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	07/14/2006

Total Attachments: 6
source=Borrower TMSA- 2nd lien#page1.tif
source=Borrower TMSA- 2nd lien#page2.tif
source=Borrower TMSA- 2nd lien#page3.tif
source=Borrower TMSA- 2nd lien#page4.tif
source=Borrower TMSA- 2nd lien#page5.tif
source=Borrower TMSA- 2nd lien#page6.tif

The liens and security interests securing the indebtedness and other obligations incurred or arising under, or evidenced by, or described in, this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement ") dated as of June 13, 2006 among Grantor (as defined below), Administrative Agent (as defined below), and First Lien Agent (as defined below), on behalf of the First Lien Lenders (as defined below) (each of Holdings, Grantor and such Subsidiaries and each other Person who guarantees, or otherwise grants a lien on its assets to secure, a First Lien Loan Obligation (as defined in the Intercreditor Agreement) or a Second Lien Loan Obligation (as defined in the Intercreditor Agreement) is referred to herein as a "Credit Party" and, collectively, as the "Credit Parties"), to the liens and security interests securing indebtedness (including interest) owed by the Credit Parties pursuant to that certain Credit Agreement dated as of the date hereof (the "First Lien Credit Agreement") by and among Administrative Agent (in such capacity, as "First Lien Agent"), Grantor, and the lenders parties thereto (the "First Lien Lenders") and certain guarantees of the indebtedness evidenced thereby and by those documents executed or delivered in connection with the transactions related to the First Lien Credit Agreement (the "First Lien Loan Documents"), as such First Lien Credit Agreement and such guarantees have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time as permitted under the Intercreditor Agreement and to the liens and security interests securing indebtedness refinancing the indebtedness under such agreements as permitted by the Intercreditor Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 13th 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).

W I T N E S S E T H

WHEREAS, pursuant to a certain Second Lien Loan 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.

3. Intercreditor. This Trademark Security Agreement and the security interest in the Trademark Collateral pledged and granted hereunder are subordinated in the manner and to the extent set forth in the Intercreditor Agreement, as more particularly described therein. Prior to the payment in full of all First Lien Loan Obligations:

(i) The Grantor shall not be obligated (and the First Lien Agent and the Grantee shall not be entitled) to take, or fail to take, any action to the extent that such action, or failure to take such action, would be prohibited by, or would in any way conflict with, the Intercreditor Agreement.

(ii) In the event of a direct conflict between the terms and provisions of this Agreement and the terms and provisions of the Trademark Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms of the Intercreditor Agreement, the "**First Lien Trademark Security Agreement**"), by Grantor in favor of Grantee, it is the intention of the Grantor, the First Lien Agent and the Grantee that such provisions shall be read together and construed, to the fullest

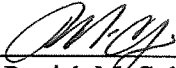
extent possible, to be in concert with each other; provided, however, in the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the First Lien Trademark Security Agreement shall control and, in such case, Grantor shall not be in breach of its obligations under this Trademark Security Agreement as a result of complying with the terms and provisions of the First Lien Trademark Security Agreement; provided that, notwithstanding the foregoing, nothing contained in this section shall limit or otherwise adversely affect the grant of a security interest in the Trademark Collateral under this Trademark Security Agreement.

(iii) The Grantee acknowledges and agrees that the exercise of all rights and remedies hereunder in respect of the Trademark Collateral shall be considered an "Enforcement Action" as defined in the Intercreditor Agreement, subject to the terms thereof.

[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
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: _____

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
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 Bailhe
Name: Clare Bailhe
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