

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
StarMed Staffing Corporation		04/02/2007	CORPORATION:
RECEIVING PARTY DATA			
Name:	InteliStaf Healthcare, Inc.		
Street Address:	One Lincoln Centre		
Internal Address:	18W140 Butterfield Road, Suite 600		
City:	Oakbrook Terrace		
State/Country:	ILLINOIS		
Postal Code:	60181		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1488786	STARMED	
CORRESPONDENCE DATA			
Fax Number:	(801)415-3500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(801) 415-3000		
Email:	tjones@djplaw.com		
Correspondent Name:	Tadiana W. Jones		
Address Line 1:	111 E. Broadway		
Address Line 2:	Suite 900		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Tadiana W. Jones		
Signature:	/Tadiana W. Jones/		
Date:	04/04/2007		

OP \$40.00 1488786

Total Attachments: 2

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TRADEMARK ASSIGNMENT

For the sum of ten dollars (\$10.00) and other good and valuable consideration paid to StarMed Staffing Corporation ("Seller"), the receipt and sufficiency of which are acknowledged, Seller sells, transfers, conveys and assigns to IntelliStaf Healthcare, Inc. ("Buyer") all right, title and interest in and to the trademarks and any domestic and foreign registrations and pending registrations therefor (the "Trademarks"), all as listed in Attachment 1 hereto, including all associated goodwill, together with the right to sue and recover for any past infringements of the Trademarks, and the right to file any domestic and foreign applications with respect to the Trademarks under any law, convention or treaty.

Seller further sells, assigns and transfers to Buyer any and all renewals, extensions and continuations of the Trademarks, secured or to be secured under the United States trademark law or any other trademark law (statutory or common law) now or hereafter in effect in the United States or any other countries or pursuant to any treaties or conventions.

Seller agrees to cooperate with Buyer, to execute and deliver such other documents, instruments of sale, assignment, transfer and recordation, files, books and records and to do all such further acts as Buyer may reasonably request to secure for Buyer, and its successors and assigns, the entire right, title and interest in and to the Trademarks.

In witness whereof, Seller has executed this Trademark Assignment as of the date set forth below.

StarMed Staffing Corporation

By: MSB

Title: VP & General Counsel

Date: 04-02-07

IntelliStaf Healthcare, Inc.

By: MSB

Title: VP & General Counsel

Date: 04-02-07

ATTACHMENT 1 TO TRADEMARK ASSIGNMENT

Federally Registered Trademark(s):

Registration number: 1488786 – StarMed

Unregistered Trademarks(s):