

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
StarMed Health Personnel, Inc.		04/02/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	InteliStaf Healthcare, Inc.		
<b>Street Address:</b>	One Lincoln Centre		
<b>Internal Address:</b>	18W140 Butterfield Road, Suite 600		
<b>City:</b>	Oakbrook Terrace		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60181		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2881748	STARMED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)415-3500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(801)415-3000		
<b>Email:</b>	tjones@djplaw.com		
<b>Correspondent Name:</b>	Tadiana W. Jones		
<b>Address Line 1:</b>	111 E. Broadway		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Tadiana W. Jones		
<b>Signature:</b>	/Tadiana W. Jones/		
<b>Date:</b>	04/04/2007		

OP \$40.00 2881748

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 Health Personnel, Inc. ("Seller"), the receipt and sufficiency of which are acknowledged, Seller sells, transfers, conveys and assigns to InteliStaf 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 Health Personnel, Inc.**

By: MJC

Title: MARY CARR  
VP and General Counsel

Date: 04-02-07

**InteliStaf Healthcare, Inc.**

By: MJC

Title: MARY CARR  
VP and General Counsel

Date: 04-02-07

ATTACHMENT 1 TO TRADEMARK ASSIGNMENT

Federally Registered Trademark(s):

Registration number: 2881748 – StarMed (logo)

Unregistered Trademarks(s):