

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
InteliStaf Healthcare Management, L.P.		04/02/2007	LIMITED PARTNERSHIP: DELAWARE

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: 7

Property Type	Number	Word Mark
Serial Number:	78387294	INTELICASH
Serial Number:	78498169	ICASH
Registration Number:	3000848	ISTAF
Registration Number:	2934256	QUALITY IS THE COMPANY WE KEEP
Registration Number:	3044380	STARMED STAFFING. PROFESSIONALS.
Registration Number:	2241609	HEALTHCARE STAFFING SOLUTIONS
Registration Number:	1545615	FLYING NURSES

CORRESPONDENCE DATA

Fax Number: (801)415-3500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (801)415-3000
 Email: tjones@djplaw.com
 Correspondent Name: Tadiana W. Jones

OP \$190.00 78387294

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
Total Attachments: 2 source=Assignment (multiple)#page1.tif source=Assignment (multiple)#page2.tif	

TRADEMARK ASSIGNMENT

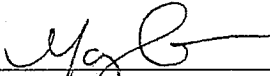
For the sum of ten dollars (\$10.00) and other good and valuable consideration paid to IntelliStaf Healthcare Management, L.P. ("Seller"), the receipt and sufficiency of which are acknowledged, Seller sells, transfers, conveys and assigns to IntelliStaf Healthcare, Inc. ("Buyer") all right, title and 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.

IntelliStaf Healthcare Management, L.P.

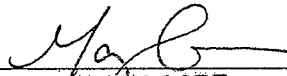
By: 

MARY CARR

Title: VP and General Counsel

Date: 04-02-07

IntelliStaf Healthcare, Inc.

By: 

MARY CARR

Title: VP and General Counsel

Date: 04-02-07

ATTACHMENT 1 TO TRADEMARK ASSIGNMENT

Federally Registered Trademark(s):

Registration number: 3000848 – ISTAF

Registration number: 2934256 - Quality is the Company We Keep

Registration number: 3044380 – Starmed Staffing Professionals

Registration number: 2241609 – Healthcare Staffing Solutions

Registration number: 1545615 – Flying Nurses

Unregistered Trademarks(s):

Serial number: 78387294 – Intelicash

Serial number: 78498169 – Icash