

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet Capital Corporation		08/13/2004	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	Nursefinders, Inc.		
Street Address:	1701 East Lamar Boulevard		
Internal Address:	Suite 200		
City:	Arlington		
State/Country:	TEXAS		
Postal Code:	76006		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1222995	NURSEFINDERS	
Registration Number:	1608455	THE PROFESSIONAL CHOICE	
Registration Number:	1669698	NURSEFINDERS	
Registration Number:	2120812	SINGLESOURCE	
CORRESPONDENCE DATA			
Fax Number:	(212)446-4900		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2129093078		
Email:	szablocki@kirkland.com		
Correspondent Name:	Kirkland & Ellis LLP; Att: Susan Zablocki		
Address Line 1:	153 East 53rd Street		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	41690-3		

OP \$115.00 1222995

NAME OF SUBMITTER:	Susan Zablocki
Signature:	//susan zablocki//
Date:	06/26/2007

Total Attachments: 11

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August 13, 2004

Nursefinders, Inc.
1701 East Lamar Boulevard, Suite 200
Arlington, Texas 76006
Attention: Chris Friedrichs

JPMorgan Chase Bank, as Agent
2200 Ross Avenue, Third Floor
Dallas, Texas 75201
Attention: Courtney Jeans

Re: Loan and Security Agreement dated as of October 29, 1999 by and among FLEET CAPITAL CORPORATION, a Rhode Island corporation, as a Lender, and as agent for all Lenders, (in such capacity, "Agent"), and such Persons who are parties to the Loan and Security Agreement (the "Loan Agreement") as Lenders; NURSEFINDERS, INC., a Texas corporation ("Borrower"); and NURSEFINDERS ACQUISITION CORP., a Delaware corporation ("Holdings"), as amended from time to time (together with all related agreements documents and instruments, collectively, the "Financing Agreements").

Ladies and Gentlemen:

We have been informed that JPMorgan Chase Bank, as agent for itself and certain other lenders ("JPM") will be engaging in certain financing of the Borrower and certain other entities in connection with the acquisition of Holdings as described in (i) that certain Amended and Restated Stock Purchase Agreement dated as of August [], 2004 and (ii) that certain Securities Contribution and Purchase Agreement dated as of August [], 2004, which financing will be secured by liens on and security interests in, inter alia, (a) substantially all of the assets of the Borrower and its Subsidiaries and (b) all of the issued and outstanding stock and other equity interests of the Borrower and its Subsidiaries. The Borrower has further advised the Agent that, in connection with such secured financing, a portion of the proceeds thereof will be used to repay all of their indebtedness to Agent and Lenders, including principal, accrued and unpaid interest and fees and expenses (including Agent's legal fees associated with this transaction) relating to the Financing Agreements (the "Indebtedness") but excluding the obligations of the Borrower under indemnification, expense reimbursement or other similar provisions of the Loan Documents (the "Contingent Obligations") which by their express terms survive termination of the Loan Documents (and, by its acknowledgment hereof, the Borrower hereby reaffirms such survival). As of August 13, 2004 (the "Payment Date"), the total amount of the Indebtedness is [REDACTED] (the "Payment Date Payoff Amount").

If the Payment Date Payoff Amount is not received on the Payment Date by 12:00 p.m. (Dallas, Texas time), the total per diem increase in the interest payable on the Indebtedness is [REDACTED] (assuming no change in the principal balance of the Indebtedness or in current interest rates). If the (i) letter of credit issued by Fleet National Bank for the benefit of National Union Fire in the original face amount of \$ [REDACTED] and written cancellation letter referencing such letter of credit is not received on or before August 16, 2004, the total per diem increase in the letter of credit fees associated with such letter of credit included in the Payment Date Payoff Amount is \$ [REDACTED]. (ii) letter of credit issued by Fleet National Bank for the benefit of Zurich American Insurance in the original face amount of \$ [REDACTED] and written cancellation letter referencing such letter of credit is not received on or before August 16, 2004, the total per diem increase in the letter of credit fees associated with such letter of credit included in the Payment Date Payoff Amount is \$ [REDACTED] and (iii) letter of credit issued by Fleet National Bank for the benefit of Zurich North America in the original face amount of \$ [REDACTED] and written cancellation letter referencing such letter of credit is not received on or before August 16, 2004, the total per diem increase in the letter of credit fees associated with such letter of credit included in the Payment Date Payoff Amount is \$ [REDACTED]. A detailed breakdown of the principal, interest accrued, and fees comprising the Payment Date Payoff Amount is attached hereto as Schedule A.

Below are the wire transfer instructions for remitting the Payment Date Payoff Amount to us. Please send payment by wire transfer to:

Fleet National Bank
777 Main Street
Hartford CT 06115-2000
For the Account of: Fleet Capital Corporation
ABA Routing No.: 011900571
Account Number: 936-933-7800
For Further Credit to: Nursefinders, Inc.

The Payment Date Payoff Amount stated above assumes that prior to receipt by Agent of notice that the above-described Payment Date Payoff Amount has been deposited into the above-described deposit account, Agent shall have received a written statement in form and substance satisfactory to Agent from each beneficiary of each outstanding letter of credit issued for the account of Borrowers and guaranteed by Lenders pursuant to the provisions of the Financing Agreements ("Letter of Credit") that such Letter of Credit has been released and that such original Letter of Credit has been returned to Agent. If such written statement (or other form of evidence satisfactory to Agent, in its sole discretion) that such Letter of Credit has been cancelled and such original Letter of Credit is not received by such time by Agent (any such Letter of Credit being hereinafter referred to as a "Non-Cancelled Letter of Credit"), 105% of the face amount of each such Non-Cancelled Letter of Credit shall be added to the required Payment Date Payoff Amount and the term "Payment Date Payoff Amount" hereinafter shall be deemed to include such additional amount. If each letter of credit described above is a Non-Cancelled Letter of Credit, such additional amount is \$ [REDACTED]. Such additional amount shall be held as cash collateral by Agent for the Non-Cancelled Letters of Credit ("LC Deposit"). Agent will hold the LC Deposit and apply it towards payment of any amounts, including reimbursement and letter of credit guarantee payments, required to be paid by Lenders in connection with any draws upon the Non-Cancelled Letters of Credit or any fees and expenses due with respect to any Non-Cancelled Letters of Credit. With respect to each Non-Cancelled Letter of Credit, upon the earlier of (i) expiration of such Non-Cancelled Letter of Credit pursuant to its terms or (ii) receipt by Agent of a written statement from the beneficiary under such Non-Cancelled Letter of Credit that such Letter of Credit has been released and the original of such Letter of Credit has been delivered to

Agent, Agent will pay over to Borrower from the LC Deposit, 105% of the undrawn amount of such Non-Cancelled Letter of Credit (net of any fees and expenses then due and owing with respect to such Non-Cancelled Letter of Credit), unless such Non-Cancelled Letter of Credit is the last outstanding Non-Cancelled Letter of Credit and all fees and expenses with respect to all Non-Cancelled Letters of Credit have been paid in full, in which event Agent will pay over to Borrower the balance, if any, remaining at that time in the LC Deposit.

We hereby acknowledge and agree that: (i) the receipt by Agent of the Payment Date Payoff Amount shall constitute payment in full of the Borrower's obligations to us and all agreements and instruments executed in connection therewith (the Financing Agreements, together with such other agreements and instruments being referred to herein collectively as the "Loan Documents"); (ii) upon receipt of the Payment Date Payoff Amount, all security interests held by us in collateral granted to Agent by Borrower or any other person or entity under the Loan Documents and all other security interests securing payment of the obligations under the Loan Documents shall automatically terminate; (iii) upon receipt of the Payment Date Payoff Amount, the Loan Documents shall automatically terminate, all of Agent's and Lenders' commitments to extend further credit to the Borrower under the Financing Agreements shall automatically terminate and the obligations of the Borrower and any other obligor under the Loan Documents will automatically terminate (other than the Contingent Obligations); and (iv) upon receipt of the Payment Date Payoff Amount, (1) that certain Dominion Account Agreement (the "Dominion Account Agreement") dated October 29, 1999 executed by and among Agent, the Borrower and Chase Bank of Texas, N.A. (now known as JPMorgan Chase Bank), shall automatically terminate (other than the indemnification and reimbursement provisions contained therein which expressly survive termination of the Dominion Account Agreement in accordance with their terms), (2) the Dominion Account (as defined in the Dominion Account Agreement) styled "Nursefinder, Inc. f/b/o Fleet Capital Corp., Agent" shall be automatically closed by JPMorgan Chase Bank, and (3) JPMorgan Chase Bank shall have no further obligations to Agent or the Borrower under the terms of such Dominion Account Agreement, provided, however, that the obligations and liabilities of the Borrower under the terms of JPM's existing documentation (other than such Dominion Account Agreement) evidencing or governing the Borrower's existing cash management system maintained by the Borrower with JPM will not terminate, since said cash management system shall be maintained and utilized after the Payment Date in connection with the Borrower's financing arrangements with JPM.

We agree to promptly deliver at the request of the Borrower or JPM, and at the expense of the Borrower, such documents and agreements, in form and substance satisfactory to JPM, as JPM may reasonably require to evidence termination of the Loan Documents and release of all collateral securing repayment of the indebtedness and obligations under the Loan Documents, including, without limitation, Uniform Commercial Code termination statements and releases of mortgages. Upon receipt of the Payment Date Payoff Amount, we will also cause to be delivered to JPM (i) each of the original promissory notes, stock certificates and other instruments (or affidavits of loss with respect thereto) previously delivered to us as collateral for the obligation under the Loan Documents; (ii) the notes evidencing indebtedness of Borrower under the Loan Documents, marked "paid in full"; and (iii) all guaranties executed in connection with the Loan Documents marked "cancelled."

Upon receipt by Agent of the Payment Date Payoff Amount, JPM, Borrower and their respective attorneys and agents are authorized to file termination statements with respect to all Uniform Commercial Code financing statements filed by or for the benefit of the Agent against the Borrower, any of its Subsidiaries and/or Holdings and to take such other action reasonably required to evidence the termination of all security interests, liens, mortgages and other

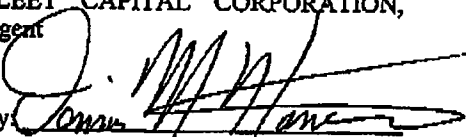
encumbrances that Agent or any Lender has or may have against any assets of Borrower, any of its Subsidiaries and/or Holdings.

Borrower's receipts have been deposited in the Dominion Account during the term of the Loan Documents. In consideration of this undertaking and the release of our security interests, the Borrower and JPM (by acknowledgement hereof) agree to indemnify us and to promptly pay us for any amounts which may be owed by us under the reimbursement provisions of the Dominion Account Agreement because a check, draft or other instrument deposited into the Dominion Account before our receipt of the Payment Date Payoff Amount is returned for any reason.

[Signature Pages Follow]

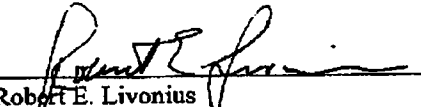
Very truly yours,

FLEET CAPITAL CORPORATION,
Agent

By: 
Name: Dennis M. Hansen
Title: Senior Vice President

Agreed and Acknowledged this
day of _____, 2004 by:

NURSEFINDERS, INC.

By: 
Name: Robert E. Livonius
Title: Chief Executive Officer

JPMORGAN CHASE BANK, AS AGENT

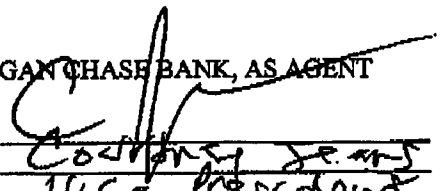
By: _____
Name: _____
Title: _____

Agreed and Acknowledged this
___ day of August, 2004 by:

NURSEFINDERS, INC.

By: _____
Name: _____
Title: _____

JPMORGAN CHASE BANK, AS AGENT

By: 
Name: COURTNEY J. JAMES
Title: Vice President

1 Serial #: 73354659 Filing Dt: 03/15/1982 Reg #: 1222995 Reg. Dt: 01/04/1983

Mark: NURSEFINDERS

2 Serial #: 73812354 Filing Dt: 07/13/1989 Reg #: 1608455 Reg. Dt: 07/31/1990

Mark: THE PROFESSIONAL CHOICE

3 Serial #: 74123260 Filing Dt: 12/14/1990 Reg #: 1669698 Reg. Dt: 12/24/1991

Mark: NURSEFINDERS

4 Serial #: 75015211 Filing Dt: 11/06/1995 Reg #: 2120812 Reg. Dt: 12/16/1997

Mark: SINGLESOURCE

TRADEMARK RELEASE OF SECURITY INTEREST

THIS TRADEMARK RELEASE OF SECURITY INTEREST is made as of June 13, 2006, by JPMORGAN CHASE BANK, N.A., as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and NURSEFINDERS, INC., a Texas corporation ("Nursefinders"), were parties to that certain Trademark Security Agreement dated as of August 13, 2004 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Nursefinders granted a security interest to Agent in, among other things, the Trademarks (as defined in the Security Agreement) as security for certain obligations owing by Nursefinders to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of August 13, 2004 by and among Nursefinders, Agent and the Lenders, as amended, restated, supplemented or otherwise modified and in effect from time to time, including the Trademarks set forth on Exhibit A hereto; and

WHEREAS, the Security Agreement was recorded by the Assignment Division of the United States Patent and Trademark Office on October 14, 2004 at Reel 2955, Frame 0462; and

WHEREAS, Nursefinders has requested that Agent release its security interest in the Trademarks and reassign the same to Nursefinders;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Agent hereby releases its security interest in all of Nursefinders' right, title and interest in and to all of the following (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, designations, slogans, and other source or business identifiers, designs and general intangibles of like nature, and all prints, tags, brochures, advertisements, signage and labels on which any of the foregoing have appeared or appear, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications (except for intent-to-use trademark applications) in connection therewith including, without limitation, any such registrations, recordings and applications, if any, in the United States Patent and Trademark Office, any State thereof, or any other country, and all renewals thereof (each of the foregoing items listed in this paragraph being herein called a "Trademark," and collectively called the "Trademarks"), including, without limitation, each Trademark listed on Exhibit A attached hereto (and all amendments, supplements,

TRADEMARK

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restatements and modifications thereof or thereto from time to time), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(b) each agreement granting any right to use any Trademark (each herein called a "Trademark License," and collectively called the "Trademark Licenses"), including, without limitation, each Trademark License listed in Exhibit A (and all amendments, supplements, restatements and modifications thereof or thereto from time to time); and

(c) all substitutions for and improvements, products and proceeds of, and all renewals and replacements of, any of the foregoing, and all general intangibles relating to or arising in connection with any of the foregoing, including, without limitation, any claim with respect to same, including for past, present or future infringement or dilution of any Trademark, or for injury to the goodwill associated with any Trademark, or for unfair competition of any type or nature whatsoever, and all insurance and claims for insurance with respect to same.;

2. Agent hereby reassigns, grants and conveys to Nursefinders, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral, and the goodwill of Nursefinders' business connected with the use of and symbolized by the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as
Agent

By: 

Name: Courtney Jeanes

Title: Vice President