

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
InteliStaf Healthcare Management, L.P.		04/02/2007	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<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

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	2888038	STAFFING EFFECTIVENESS PARTNERSHIP
Registration Number:	2929846	INTELISOURCE
Serial Number:	78329633	DNA
Serial Number:	78329549	PE2

**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  
**Address Line 1:** 111 E. Broadway  
**Address Line 2:** Suite 900  
**Address Line 4:** Salt Lake City, UTAH 84111

OP \$115.00 2888038

NAME OF SUBMITTER:	Tadiana W. Jones
Signature:	/Tadiana W. Jones/
Date:	06/28/2007
Total Attachments: 2 source=AR-M455N_20070628_063527#page1.tif source=AR-M455N_20070628_063527#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.

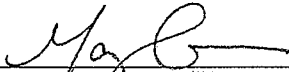
**IntelliStaf Healthcare Management, L.P.**

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: 2888038 – Staffing Effectiveness Partnership

Registration number: 2929846 – Intelisource

Unregistered Trademarks(s):

Serial number: 78329633 – DNA

Serial number: 78329549 – PE2