

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
| EFFECTIVE DATE: | 03/08/2004 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------------------|----------|----------------|-----------------------|
| Healthstaff Professionals, Inc. | | 03/08/2004 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|-----------------|-------------------------|
| Name: | Onward Healthcare, Inc. |
| Street Address: | 64 Danbury Road |
| City: | Wilton |
| State/Country: | CONNECTICUT |
| Postal Code: | 06897 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 1

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------|
| Registration Number: | 2431380 | HEALTHSTAFF PROFESSIONALS |

CORRESPONDENCE DATA

Fax Number: (215)965-1210
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-965-1348
 Email: lgenovese@akingump.com
 Correspondent Name: Laura A. Genovese
 Address Line 1: One Commerce Square Suite 2200
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

| | |
|-------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 210311.0001 |
| NAME OF SUBMITTER: | Laura A. Genovese |
| Signature: | /Laura A. Genovese/ |

CH \$40.00 2431380

Date:

07/17/2007

Total Attachments: 6

source=healthstaff transfer#page1.tif

source=healthstaff transfer#page2.tif

source=healthstaff transfer#page3.tif

source=healthstaff transfer#page4.tif

source=healthstaff transfer#page5.tif

source=healthstaff transfer#page6.tif

ASSET PURCHASE AGREEMENT

among

ONWARD HEALTHCARE, INC.,

HEALTHSTAFF PROFESSIONALS, INC.

and

the Stockholders listed on
the signature pages hereto

Dated as of March 8, 2004

675812_8

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of March 8, 2004, among ONWARD HEALTHCARE, INC., a Delaware corporation (the "Buyer"), HEALTHSTAFF PROFESSIONALS, INC., a Delaware corporation (the "Seller"), and the stockholders listed on the signature pages hereto (collectively, the "Stockholders").

RECITALS

A. The Seller conducts the business of (i) staffing nurses for hospitals and other healthcare facilities and (ii) staffing allied healthcare professionals for physical therapy, occupational therapy, speech therapy, radiology and respiratory therapy (the "Business");

B. In addition to providing similar services to those of the Business, the Buyer conducts the business of staffing physicians for hospitals and other healthcare facilities (collectively with the Business, the "Combined Business");

C. The Seller desires to sell to the Buyer, and the Buyer desires to purchase from the Seller, substantially all the assets of the Seller in connection with the Business, and the parties desire that the Buyer assume none of the liabilities of the Seller except those liabilities explicitly assumed by the Buyer, all on the terms and subject to the conditions set forth in this Agreement; and

D. The Stockholders control the Seller and desire to provide representations, warranties, covenants and indemnities as set forth in this Agreement.

In consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

ARTICLE I TRANSFERS

SECTION 1.01 Transfer of Assets. (a) On the terms and subject to the conditions hereinafter set forth, at the Closing (as hereinafter defined), the Seller shall sell, convey, transfer, assign and deliver to the Buyer free and clear of all Liens (as defined in Section 3.01(i) hereof) and the Buyer shall purchase from the Seller, for the aggregate purchase price set forth in Article II hereof, all the then-existing assets and properties (of every kind, nature and description, tangible or intangible and wherever situated, whether or not carried on the books of the Seller) of the Seller, except those assets excluded pursuant to paragraph (b) below (said assets and properties so to be sold, conveyed, transferred, assigned and delivered being hereinafter collectively called the "Assets"), including, without limitation:

- (i) all tangible personal property, inventories, equipment, supplies, tools, fixtures, leaseholds, spare parts and supplies, wherever situated;
- (ii) all accounts receivable of the Seller as of the Closing Date;

(iii) all intangible personal property of any kind or character, whether evidenced in writing or not, including but not limited to all customer lists, data bases, other receivables, deferred charges and prepaid expenses, bonds, claims, and causes of action;

(iv) the patents, trademarks and trade names, trademark and trade name registrations, service marks and service mark registrations, copyrights and copyright registrations, the applications therefor and the licenses and franchises with respect thereto, together with the goodwill and the business appurtenant thereto; all trade secrets, technology, processes, inventions, designs, drawings, blueprints, specifications, patterns, royalties, privileges, permits and all other similar intangible personal property;

(v) all technical materials and guidelines, brochures, sales literature, promotional material and other selling material;

(vi) all papers, documents, instruments, books and records, files, agreements, books of account and other records by which the Assets might be identified or enforced, or otherwise pertaining to the Assets or the Business that are located at the offices or other locations (including, without limitation, customer invoices, customer lists, vendor and supplier lists, drafts and other documents and materials relating to customer transactions);

(vii) the rights of the Seller under the contracts, agreements, licenses, leases, sales orders, purchase orders and other commitments (collectively, "Contracts") set forth in Schedule 3.01(h) hereto;

(viii) all computer software programs, the source and object codes for such software programs and all documentation and training manuals related thereto; and

(ix) all other assets and rights of every kind and nature, real or personal, tangible or intangible, that are owned or claimed by the Seller and that are necessary to, or used by the Seller in connection with, the Business, whether or not such assets are reflected in the balance sheet and other financial statements of the Seller.

Without limiting the generality of the foregoing, the Assets shall, except as set forth in paragraph (b) below, include all assets set forth on the December 31, 2003 balance sheet of the Seller in respect of the Business, and all such assets as may be acquired by the Seller in respect of the Business after said date and that would be included on a balance sheet prepared in like manner from such accounting records as of the Closing Date, except any such assets that may be or have been disposed of after said date in the ordinary course of business on a basis consistent with past practice.

(b) Anything herein contained to the contrary notwithstanding, the following assets and properties of the Seller are specifically excluded from the Assets and shall be retained by the Seller:

(i) all cash on hand of the Seller as of the Closing Date;

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

The Buyer:

ONWARD HEALTHCARE, INC.

By: 

Name: Kevin C. Clark

Title:

The Seller:

HEALTHSTAFF
PROFESSIONALS, INC.

By: _____

Name: Gary Kalustyan

Title:

The Stockholders:

Gary Kalustyan

Stephen Saville

Barbara Saville

IN WITNESS WHEREOF, this Asset Purchase Agreement has been duly executed and delivered by the parties hereto as of the date first above written.

The Buyer:

ONWARD HEALTHCARE, INC.

By: _____

Name: Kevin C. Clark

Title:

The Seller:


HEALTHSTAFF
PROFESSIONALS, INC.

By: _____


Name: Gary Kalustyan

Title: PRESIDENT

The Stockholders:



Gary Kalustyan



Stephen Saville

Barbara Saville

SCHEDULE 3.01(h)

LIST OF ALL CONTRACTS, LEASES, ETC.

(i) LEASES

- a.) Telephone Lease with Karmich Investments dated as of 08/10/01
- b.) Copier Lease #1 with Canon Business Solutions dated as of 08/16/02
- c.) Copier Lease #2 with Canon Business Solutions dated as of 12/10/01
- d.) Folding machine with Pitney Bowes dated as of 12/29/01
- e.) Postage meters & scales #1 with Pitney Bowes dated as of 06/21/03
- f.) Postage meters & scales #2 with Pitney Bowes dated as of 06/14/03
- g.) Postage meters & scales #3 with Pitney Bowes dated as of 08/26/03
- h.) Office space leases #1 with Cherry Hill-CarBar Associates Lease Agreement dated as of 10/01/01
- i.) Office space leases #2: Livingston with The Slater Companies Lease Agreement dated as of 09/28/99
- j.) Office space leases #3: NYC with Prime Office Centers License Agreement dated as of 08/21/01
- k.) Office space leases #4: Hicklesville with Dawson Holding Cos. Standard Form of Office Lease dated as of 05/05/03
- l.) Office space leases #5: Delaware with Executive Offices Office Services Agreement dated as of 03/01/04

(ii) A. INTELLECTUAL PROPERTY

- a.) Service Mark – HealthStaff Professionals - attached hereto;
- b.) d/b/a – Therapy Force.
- c.) URLs: healthStaffprofessionals.com and hspstaffing.com

B. NONE.

(iii) CONTRACTS & COMMITMENTS

- a.) Services Agreements with HealthStaff clients enumerated on the 2003 Report titled: Sales by Customer Summary – attached hereto.

(iv) NONE.