

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medical Staffing Network, Inc.		07/02/2007	CORPORATION: DELAWARE
Medical Staffing Network Assets, LLC		07/02/2007	LIMITED LIABILITY COMPANY: ILLINOIS
InteliStaf Healthcare, Inc.		07/02/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1894453	ALL BETTER NURSING
Registration Number:	3111936	TOUHLIVES
Registration Number:	2713485	MSN MEDICAL STAFFING NETWORK, INC.
Registration Number:	1716390	PHARMSTAFF
Registration Number:	1720655	PHARMSTAFF
Registration Number:	2892355	STATMED
Registration Number:	2281205	WINNERTECH CONSULTING
Registration Number:	2888038	STAFFING EFFECTIVENESS PARTNERSHIP
Registration Number:	3000848	ISTAF
Registration Number:	2934256	QUALITY IS THE COMPANY WE KEEP
Registration Number:	2929846	INTELISOURCE

OP \$565.00 1894453

Registration Number:	3044380	STARMED STAFFING. PROFESSIONALS.
Registration Number:	2498122	INTELISTAF HEALTHCARE
Registration Number:	2241609	HEALTHCARE STAFFING SOLUTIONS
Registration Number:	1545615	FLYING NURSES
Registration Number:	2402285	MEDCAREERS.COM
Registration Number:	2881748	STARMED
Registration Number:	1488786	STARMED
Serial Number:	78387294	INTELICASH
Serial Number:	78498169	ICASH
Serial Number:	78329633	DNA
Serial Number:	78329549	PE2

CORRESPONDENCE DATA

Fax Number: (404)541-3160
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-6500
Email: mcogburn@kilpatrickstockton.com
Correspondent Name: Elizabeth Reid, Kilpatrick Stockton LLP
Address Line 1: 1100 Peachtree Street
Address Line 2: Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	G3560/265548
NAME OF SUBMITTER:	Margaret A. Cogburn
Signature:	/Margaret A. Cogburn/
Date:	08/10/2007

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 2, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MEDICAL STAFFING NETWORK, INC.

as Grantor

By: 

Name: *Kevin S. Little*
Title: *President & CFO*

MEDICAL STAFFING HOLDINGS, LLC

as Grantor

By: 

Name: *Kevin S. Little*
Title: *President & CFO*

MEDICAL STAFFING NETWORK
HOLDINGS, INC.

as Grantor

By: 

Name: *Kevin S. Little*
Title: *President & CFO*

MSN-ILLINOIS HOLDINGS, INC.

as Grantor

By: 

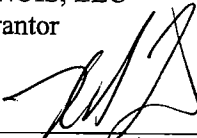
Name: *Kevin S. Little*
Title:

Medical Staffing Network
First Lien Credit Facility
Intellectual Property Security Agreement (Trademark)

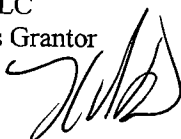
TRADEMARK

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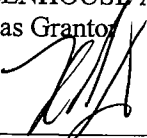
MEDICAL STAFFING NETWORK OF
ILLINOIS, LLC
as Grantor

By: 
Name: Kevin S. Little
Title:

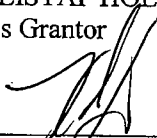
MEDICAL STAFFING NETWORKS ASSETS,
LLC
as Grantor

By: 
Name: Kevin S. Little
Title:

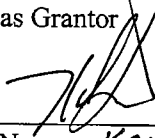
GREENHOUSE ACQUISITION SUB, INC.
as Grantor

By: 
Name: Kevin S. Little
Title:

INTELISTAF HOLDINGS, INC.
as Grantor

By: 
Name: Kevin S. Little
Title:

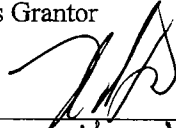
INTELISTAF GROUP, INC.
as Grantor

By: 
Name: Kevin S. Little
Title:

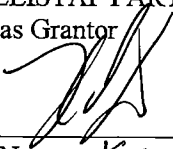
Medical Staffing Network
First Lien Credit Facility
Intellectual Property Security Agreement (Trademark)

TRADEMARK
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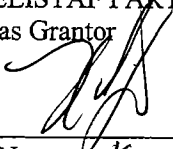
INTELISTAF HEALTHCARE, INC.
as Grantor

By: 
Name: Kevin S. Little
Title:

INTELISTAF PARTNERS NO. 1, LLC
as Grantor

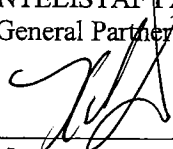
By: 
Name: Kevin S. Little
Title:

INTELISTAF PARTNERS NO. 2, LLC
as Grantor

By: 
Name: Kevin S. Little
Title:

INTELISTAF HEALTHCARE
MANAGEMENT, L.P.
as Grantor

By: INTELISTAF PARTNERS NO. 1, LLC, its
General Partner

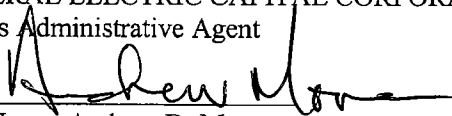
By: 
Name: Kevin S. Little
Title:

Medical Staffing Network
First Lien Credit Facility
Intellectual Property Security Agreement (Trademark)

TRADEMARK
REEL: 003598 FRAME: 0976

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Andrew D. Moore
Title: Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF FLORIDA)
COUNTY OF Palm Beach) ss.

On this 2nd day of JULY, 2007 before me personally appeared KEVIN S LITTLE, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Medical Staffing Network, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Theodore J Murskin
Notary Public



Theodore J Murskin
My Commission DD323365
Expires May 26, 2008

Medical Staffing Network
First Lien Credit Facility
Intellectual Property Security Agreement (Trademark)

TRADEMARK
REEL: 003598 FRAME: 0978

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

See attached.

B. TRADEMARK APPLICATIONS

See attached.

C. IP LICENSES

None.

U.S. Federal Trademark Registrations

Docket No.	Mark	Particulars	Status	Registrant	Licensed to Others?
7970-1	ALL BETTER NURSING®	Reg. No. 1,894,453 Reg. Date 05/16/95	Registered; Renewal due 05/16/15	Medical Staffing Network, Inc.	No
7970-2	TOUHLIVES®	Reg. No. 3,111,936 Reg. Date 07/04/06	Registered; 8&15 Affidavit due 07/11/12; Renewal due 07/04/16	Medical Staffing Network, Inc.	No
7970-4	MSN MEDICAL STAFFING NETWORK, INC. and Design®	Reg. No. 2,713,485 Reg. Date 05/06/03	Registered; 8&15 Affidavit due 05/06/09; Renewal due 05/06/13	Medical Staffing Network Assets, LLC	Medical Staffing Network, Inc. and Medical Staffing Network of Illinois, LLC.
7970-5	PHARMSSTAFF and Design®	Reg. No. 1,716,390 Reg. Date 09/15/92	Registered; Renewal due 09/15/12	Medical Staffing Network, Inc.	No
7970-6	PHARMSTAFF®	Reg. No. 1,720,655 Reg. Date 09/29/92	Registered; Renewal due 09/29/12	Medical Staffing Network, Inc.	No
7970-7	STATMED®	Reg. No. 2,892,355 Reg. Date 10/12/04	Registered; 8&15 Affidavit due 10/12/09-10/12/10; Renewal due 10/12/14	Medical Staffing Network, Inc.	No
7907-8	WINNERTECH CONSULTING®	Reg. No. 2,281,205 Reg. Date 9/28/99	Renewal due 09/28/09	Medical Staffing Network, Inc.	No
7970-15	STAFFING EFFECTIVENESS PARTNERSHIP®	Reg. No. 2,888,038 Reg. Date 06/21/04	Registered; 8 Affidavit due 06/21/10; Renewal due 06/21/14	InteliStaf Healthcare, Inc.	No
7970-17	ISTAF®	Reg. No. 3,000,848 Reg. Date 09/27/05	Registered; 8&15 Affidavit due 09/27/11; Renewal due 09/27/15	InteliStaf Healthcare, Inc.	No
7970-18	QUALITY IS THE COMPANY WE KEEP®	Reg. No. 2,934,256 Reg. Date 03/15/05	Registered; 8&15 Affidavit due 03/15/11; Renewal due 03/15/15	InteliStaf Healthcare, Inc.	No
7970-19	INTELISOURCE®	Reg. No. 2,929,846 Reg. Date 03/01/05	Registered; 8&15 Affidavit due 03/01/11; Renewal due 03/01/15	InteliStaf Healthcare, Inc.	No
7970-20	STARMED STAFFING. PROFESSIONALS. & DESIGN®	Reg. No. 3,044,380 Reg. Date 01/17/06	Registered; 8&15 Affidavit due 01/17/12; Renewal due 01/17/16	InteliStaf Healthcare, Inc.	No

Docket No.	Mark	Particulars	Status	Registrant	Licensed to Others?
7970-21	INTELSTAF HEALTHCARE®	Reg. No. 2,498,122 Reg. Date 10/16/01	Registered; 8&15 Affidavit due 10/16/07; Renewal due 10/16/11	InteliStaf Healthcare, Inc.	No
7970-22	HEALTHCARE STAFFING SOLUTIONS®	Reg. No. 2,241,609 Reg. Date 04/27/99	Registered; Renewal due 04/27/09	InteliStaf Healthcare, Inc.	No
7970-23	FLYING NURSES®	Reg. No. 1,545,615 Reg. Date 06/27/89	Registered; Renewal due 06/27/09	InteliStaf Healthcare, Inc.	No
7970-27	MEDCAREERS.COM®	Reg. No. 2,402,285 Reg. Date 11/07/00	8&15 Affidavit filed 05/03/07 and pending; Renewal due 11/07/10	InteliStaf Healthcare, Inc.	No
7970-28	STARMED DESIGN®	Reg. No. 2,881,748 Reg. Date 09/07/04	Registered; 8&15 Affidavit due 09/07/10; Renewal due 09/07/14	InteliStaf Healthcare, Inc.	No
7970-29	STARMED®	Reg. No. 1,488,786 Reg. Date 05/17/88	Registered; Renewal due 05/17/08	InteliStaf Healthcare, Inc.	No

U.S. Trademark Applications

Docket No.	Mark	Particulars	Status	Applicant	Licensed to Others?
7970-12	INTELCASH	App. No. 78/387294 App. Date 03/19/04	Use Statement filed 05/18/07 and pending	InteliStaf Healthcare, Inc.	No
7970-13	ICASH	App. No. 78/498169 App. Date 10/12/04	Suspended	InteliStaf Healthcare, Inc.	No
7970-14	DNA	App. No. 78/329633 App. Date 11/18/03	Allowed; Final Use 11/23/07	InteliStaf Healthcare, Inc.	No
7970-16	PE ²	App. No. 78/329549 App. Date 11/18/03	Allowed; Final Use 11/23/07	InteliStaf Healthcare, Inc.	No