

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
Nursefinders, Inc.		08/09/2007	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as administrative agent
Street Address:	201 Merritt 7
Internal Address:	6th Floor
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06856-5201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3240299	NURSEFINDERS THE TRAVELERS' CHOICE
Registration Number:	3254076	NURSEFINDERS THE TRAVELERS' CHOICE
Registration Number:	2701286	IAPPLY
Registration Number:	2120812	SINGLESOURCE
Registration Number:	1669698	NURSEFINDERS
Registration Number:	1608455	THE PROFESSIONAL CHOICE
Registration Number:	1222995	NURSEFINDERS

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-993-2622
 Email: gayle.grocke@lw.com
 Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
 Address Line 1: 233 S. Wacker Drive

OP \$190.00 3240299

Address Line 2: Suite 5800
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER: 025646-0413

NAME OF SUBMITTER: Gayle D. Grocke

Signature: /gdg/

Date: 08/13/2007

Total Attachments: 5

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Second Lien Trademark Security Agreement

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of August 9, 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 (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of August 9, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among NF Holdings Corporation, a Delaware corporation (the "Borrower"), Holdings, the Lenders from time to time party thereto and Administrative Agent and the Lenders 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 Second Lien 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 Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders 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 Second Lien 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.

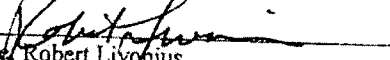
Section 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.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

Section 6. Governing Law. This Second Lien 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,
NURSEENDERS, INC., as Grantor

By: 
Name: Robert Livonius
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement (Second Lien)]

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

Very truly yours,
NURSEFINDERS, INC.
as Grantor

By: _____
Name: Robert Livonius
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By:  _____
Name: Eric J. Hartung
Title: Vice President
Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SECOND LIEN)]

TRADEMARK
REEL: 003599 FRAME: 0821

**Schedule 1
to
Trademark Security Agreement**

Registered Trademarks:

Owner	Application Serial No.	Registration No.	Registration Date	Mark	Status
Nursefinders, Inc.	74/123,260	1,669,698	12/24/91	NURSEFINDERS	Renewed 12/24/01
Nursefinders, Inc.	73/354,659	1,222,995	1/4/83	NURSEFINDERS	Renewed 1/24/03
Nursefinders, Inc.	73/813,354	1,608,455	7/31/90	THE PROFESSIONAL CHOICE	Renewed 7/21/00
Nursefinders, Inc.	78/191,007	3,240,299	5/8/07	NURSEFINDERS THE TRAVELERS' CHOICE	Registered
Nursefinders, Inc.	78/191,002	3,254,076	6/19/07	NURSEFINDERS THE TRAVELERS' CHOICE	Registered
Nursefinders, Inc.	76/313,716	2,701,286	3/25/03	IAPPLY	Registered
Nursefinders, Inc.	75/015,211	2,120,812	12/16/97	SINGLESOURCE	Registered

Trademark Applications: None.

IP Licenses:

Software License Agreement, dated November 1, 1995, among Nursefinders, Inc. and J.D. Edwards & Company