

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:	03/31/2007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TimeLine Recruiting, LLC		12/11/2007	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	Maxim Healthcare Services, Inc.
Street Address:	7227 Lee DeForest Drive
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21046
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2588604	TIMELINE RECRUITING

CORRESPONDENCE DATA

Fax Number: (215)659-3222
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215 659 3600
 Email: akatz@chernowkatz.com
 Correspondent Name: Andrew B. Katz
 Address Line 1: 721 Dresher Road, Suite1100
 Address Line 4: Horsham, PENNSYLVANIA 19044

ATTORNEY DOCKET NUMBER:	MAX/TR-001
NAME OF SUBMITTER:	Andrew B. Katz
Signature:	/Andrew B. Katz/

OP \$40.00 2588604

Date:

12/12/2007

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT by and between TimeLine Recruiting, LLC, a Missouri limited liability company ("Assignor"), and Maxim Healthcare Services, Inc. a Maryland corporation ("Assignee") is effective as of March 31, 2007

WITNESSETH:

WHEREAS, Assignor has provided for the sale, conveyance, transfer and delivery of the right, title and interest in and to certain trademarks of Assignor to Assignee as part of a separate Agreement of Sale and Purchase between the parties dated March 31, 2007 ("Asset Purchase Agreement"); and

WHEREAS, Assignee, in consideration of such sale, conveyance, transfer and delivery, has paid Assignor consideration as provided under the Asset Purchase Agreement;

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

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, to have and to hold the same for use and enjoyment of Assignee and its successors and assigns, the entire right, title and interest in and to, or arising under, the certain United States and foreign trademarks (together with any registrations or applications therefor, the "Trademarks"), including without limitation those marks registered in the United States and in certain foreign jurisdictions set forth in schedule A hereto, together with the goodwill of the businesses in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past and future infringements thereof, the Trademarks to be held and enjoyed by Assignee for its own use and behalf and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Further Assurances. Assignor, for itself and its successors and assigns hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, and will take all such further action, in order to better assure, convey and confirm unto Assignee, its successors and assigns, all and singular the Trademarks hereby sold, conveyed, assigned and delivered as Assignee, its successors and assigns, shall reasonably request.

3. Asset Purchase Agreement. The execution and delivery of this Assignment shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant, or agreement of Assignor or Assignee in or under the Agreement, and such execution and delivery shall not be deemed a modification of any provision of the Agreement in any respect.

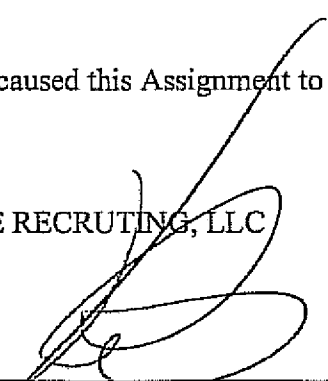
4. Headings. Section headings contained in this Assignment are solely for the convenience of reference and shall not affect the meaning or interpretation of this Assignment or of any term or provision hereof.

5. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

TIMELINE RECRUITING, LLC

By:



Desmond Van Allen
President

SCHEDULE A

TRADEMARKS

Trademark	Registration No.	Reg. Date	Status
TIMELINE RECRUITING	2,558,604	7/2/02	Active