

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the typographical error assignment document, listing Intelistaf, Inc. as assignor instead of Intelistaf Healthcare Management, L.P. previously recorded on Reel 003514 Frame 0115. Assignor(s) hereby confirms the Assignment of the entire interest and the goodwill.

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intelistaf Healthcare Management, L.P.		02/18/2008	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Intelistaf Healthcare, Inc.
<b>Street Address:</b>	One Lincoln Centre, 18W140 Butterfield Road
<b>Internal Address:</b>	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: 1**

Property Type	Number	Word Mark
Registration Number:	2498122	INTELISTAF HEALTHCARE

**CORRESPONDENCE DATA**

Fax Number: (561)651-1507  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 561-653-5000  
 Email: peter.chiabotti@akerman.com  
 Correspondent Name: Peter A. Chiabotti  
 Address Line 1: 222 Lakeview Avenue  
 Address Line 2: Suite 400  
 Address Line 4: West Palm Beach, FLORIDA 33401-6183

<b>ATTORNEY DOCKET NUMBER:</b>	7970-0
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NAME OF SUBMITTER:	Peter A. Chiabotti
Signature:	/Peter A. Chiabotti/
Date:	02/18/2008
Total Attachments: 7 source=IntelistafAssignment#page1.tif source=IntelistafAssignment#page2.tif source=IntelistafAssignment#page3.tif source=IntelistafAssignment#page4.tif source=IntelistafAssignment#page5.tif source=IntelistafAssignment#page6.tif source=IntelistafAssignment#page7.tif	

**TRADEMARK ASSIGNMENT**

**THIS ASSIGNMENT** ("Assignment") is made and entered into by and between Intelistaf Healthcare Management, L.P., a limited partnership of Delaware with an address of 4101 Mcewen, Suite 250, Dallas, Texas 75244 ("Assignor"), and Intelistaf Healthcare, Inc., a corporation of Delaware with an address of One Lincoln Centre, 18W140 Butterfield Road, Suite 600, Oakbrook Terrace, Illinois 60181 ("Assignee"). The Assignment is effective as of April 2, 2007.

**WHEREAS**, this Assignment is being executed and recorded with the U.S. Patent and Trademark Office to address a typographical error and replace the assignment previously recorded on April 4, 2007 at Reel 3514, Frame 0115;

**WHEREAS**, Assignor is the owner of all right, title, and interest in, to and under U.S. Trademark Registration No. 2,498,122, registered on October 16, 2001, for the mark INTELISTAF HEALTHCARE for providing human resources services in the health care field, namely, employee placement and employer/employee matching services in International Class 35 (the "Trademark") and has the full right to make the conveyance herein;

**WHEREAS**, Assignee desires, and Assignor has agreed to assign to Assignee, its entire right, title and interest in, to and under the Trademark, together with that part of the good will of the business connected with the use of and symbolized by the Trademark.

**NOW, THEREFORE**, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee its entire right, title, and interest in, to and under the Trademark, and the application and registration therefor, together with that part of the good will of the business connected with the use of and symbolized by the Trademark and all rights and causes of action to recover past, present or future damages, royalties, fees, profits or other relief, including but not limited to, equitable and injunctive relief ensuing from infringement of the Trademark.

**FURTHER**, this Assignment may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

**IN TESTIMONY WHEREOF**, we have hereunto set our hands on the dates indicated below.

**ASSIGNOR**  
**Intelistaf Healthcare Management, L.P.**

Signature: 

Name: Mary Carr

Title: Vice President/Corp Counsel

Date: 2/18/08

**ASSIGNEE**  
**Intelistaf Healthcare, Inc.**

Signature: 

Name: Mary Carr

Title: Vice President/Corp Counsel

Date: 2/18/08

TO:TADIANA W. JONES COMPANY, 111 E. BROADWAY

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.104/04/2007  
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SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL																
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<p>Fax Number: (801)415-3500  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>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</p>																	
NAME OF SUBMITTER:	Tadiana W. Jones																
Signature:	/Tadiana W. Jones/																
Date:	04/04/2007																

OP \$40.00 2498122

TO:TADIANA W. JONES COMPANY. 111 E. BROADWAY

Total Attachments: 2

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**TRADEMARK ASSIGNMENT**

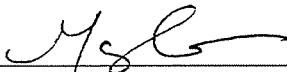
For the sum of ten dollars (\$10.00) and other good and valuable consideration paid to IntelliStaf, Inc. ("Seller"), the receipt and sufficiency of which are acknowledged, Seller sells, transfers, conveys and assigns to IntelliStaf Healthcare, Inc. ("Buyer") all right, title and interest in and to the 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, Inc.**

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: 2498122 – InteliStaf Healthcare

Unregistered Trademarks(s):