

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	04/02/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Intelistaf Healthcare Management, L.P.		04/02/2007	LIMITED PARTNERSHIP: DELAWARE

**RECEIVING PARTY DATA**

Name:	Intelistaf Healthcare, Inc.
Street Address:	18W140 Butterfield Road
Internal Address:	One Lincoln Centre, Suite 600
City:	Oakbrook Terrace
State/Country:	ILLINOIS
Postal Code:	60181
Entity Type:	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.*  
 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

ATTORNEY DOCKET NUMBER:	7970-21 (39372/200462)
NAME OF SUBMITTER:	Peter A. Chiabotti

Signature:	/Peter A. Chiabotti/
Date:	02/22/2008
Total Attachments: 1 source=ISassignment#page1.tif	

**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

THIS ASSIGNMENT ("Assignment") is made and entered into as of April 2, 2007 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").

WHEREAS, the parties wish to confirm and document the assignment and transfer of United States 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 all rights pertaining thereto or residing therein, from Assignor to Assignee in a form suitable for recording with the United States Patent and Trademark Office and to address a typographical error and replace the assignment previously recorded on April 4, 2007 at Reel 3514, Frame 0115 and the corrective assignment recorded on February 18, 2008 at Reel 3721, Frame 0139.


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.

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

**EXECUTED AND EFFECTIVE AS OF APRIL 2, 2007.**

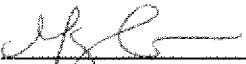
**ASSIGNOR**  
**Intelistaf Healthcare Management, L.P.**

Signature: 

Name: Mary Carr

Title: Vice President/Corporate Counsel

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

Signature: 

Name: Mary Carr

Title: Vice President/Corporate Counsel