

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Reflectxion Resources, Inc.		07/27/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maxim Healthcare Services, Inc.		
<b>Street Address:</b>	7227 Lee Deforest Drive		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21046		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76376570	REFLECTX STAFFING	
<b>Serial Number:</b>	76376569	REFLECTXION RESOURCES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)659-3222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-659-3600		
<b>Email:</b>	akatz@chernowkatz.com		
<b>Correspondent Name:</b>	Andrew B. Katz		
<b>Address Line 1:</b>	721 Dresher Road, Suite 1100		
<b>Address Line 4:</b>	Horsham, PENNSYLVANIA 19044		
<b>ATTORNEY DOCKET NUMBER:</b>	MAXIM REFLECTXASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Andrew B. Katz		
<b>Signature:</b>	/Andrew B. Katz/		
<b>Date:</b>	05/15/2008		

OP \$65.00 76376570

**Total Attachments: 4**

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**STOCK PURCHASE AGREEMENT**

**by and among**

**MAXIM HEALTHCARE SERVICES, INC.,**

**REFLECTXION RESOURCES II, INC.,**

**and**

**DARYL A. DIXON,**

**KIMBERLY DIXON,**

**STEPHEN S. SILVER,**

**C. ARNOLD RENSCHLER, M.D., and  
SHERYL RENSCHLER, tenants by the entireties**

**KATHLEEN BINIAK,**

**CARLA WRIGHT,**

**and JOSEPH PARRIS,**

**Dated as of July 27, 2007**

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(d) The Company has delivered or made available to Purchaser a true and complete copy of each of the Material Contracts.

(e) Each Material Contract is in full force and effect and is legal, valid, binding and enforceable by the Company in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, and other Laws affecting the rights of creditors generally, and the exercise of judicial discretion in accordance with general principles of equity. There does not exist under any Material Contract any default or condition or event that, after notice or lapse of time or both, would constitute a default on the part of the Company or, to Seller's Knowledge, any other party to such Material Contract.

**4.8 Intellectual Property.** (a) Schedule 4.8(a) sets forth a complete and correct list of all (i) License Agreements other than Licenses Agreements the initial purchase price of which was less than \$5,000, to which the Company is a party, (ii) copyright registrations, (iii) letters patent, (iv) trademark registrations, (v) Identifiers, (v) applications for letters patent, copyright registration or trademark registration, with respect to which the Company asserts any rights as an owner, and (vi) software with respect to which the Company asserts any rights as an owner. Except as otherwise provided in Schedule 4.8(a), to Seller's Knowledge, all IP identified on Schedule 4.8(a) (collectively, the "Business IP") has been duly maintained, is valid and subsisting, is in full force and effect and has not been cancelled or abandoned, and has not expired. Except as provided in Schedule 4.8(a), to Seller's Knowledge, none of the Business IP infringes, violates or dilutes, or interferes with, any intellectual property rights of any Person. None of Seller, any Guarantor or the Company has received a cease and desist letter, or similar notification or notice of legal action, alleging that the Company is infringing, or has infringed, the intellectual property rights of a third party. Except as provided in Schedule 4.8(a), neither the Company nor any of its Affiliates has brought or threatened a claim against any Person alleging infringement, violation, misappropriation, or dilution of, or interference with, any IP. Other than the Business IP, there is no other IP with respect to which the Company asserts any rights as an owner.

(b) Schedule 4.8(b) identifies all written non-disclosure agreements between the Company and third parties entered into within forty-eight (48) months prior to the date of this Agreement.

**4.9 Litigation.** Except as provided in Schedule 4.9, there is no Action pending or, to Seller's Knowledge, threatened against the Company or the Company's properties (tangible or intangible) or, to Seller's Knowledge, directors, officers or Employees of the Company in their capacities as such. There are no actual or, to Seller's Knowledge, threatened Actions that present a claim to restrain or prohibit the transactions contemplated herein.

**4.10 Compliance with Laws.** (a) Except as provided in Schedule 4.10(a), the Company is in compliance in all material respects with, and conducts its business in all material respects in accordance with, all Laws applicable thereto. There are no pending or, to Seller's Knowledge, threatened Actions against the Company that allege that the Company has violated any Law. The Company is not subject to, and is not in violation of or in default under, and, to Seller's Knowledge, no event has occurred which, with the lapse of time or the giving of notice or both,

**SCHEDULE 4.8(a)**  
**LICENSE AGREEMENTS**

License Agreements

The Company has subscriptions with the following data providers for internet career subscription services, which offer resumes of active job seekers, as well as portals for job postings locally, regionally and nationwide:

Monster, Inc.  
CareerBuilder, LLC  
CJ Ventures, Inc.

Intellectual Property

The Company has the following trademarks registered with the United States Patent and Trademark Office ("USPTO"), but which have not been registered with any state-run agency:

Reflectx Staffing  
Reflectxion Resources

The following is a list of trademarks and other proprietary information used by the Company, but which have not been registered with the USPTO or any state-run agency:

Butterfly with Mirrored "R" Design mark  
Reflectx Oncology Resources  
Reflectx Nursing Services  
Reflectx Services  
Reflectx Local staffing Services  
Reflectx Per Diem Services  
www.ReflectxStaffing.com  
www.ReflectxOncology.com  
www.ReflectxServices.com  
www.ReflectxNursing.com  
www.Reflectx.net

The Company has more than sixty (60) other domain names that point to various landing pages for marketing purposes.

The Reflectx Infinity Marketing System ("RIMS"):

RIMS is a proprietary and unique marketing technique developed by the Company. Documentation regarding the details of RIMS has previously been provided to Purchaser.

KERSYS:

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KERSYS is a management operating system which aids the Company's management team in guiding its recruiters and account managers to meet goals set by their managers. Its predictive modeling helps to define process level improvements that can be made in the employee's every day activities that lead to increased productivity and revenue.

The Company has no pending registrations or applications to register any trademarks at this time.

Threatened or Pending Claims Regarding IP

Termination of Paul Benfield:

In August 2006, Paul Benfield, a former employee of the Company, attempted to utilize proprietary data of the Company to further the growth of a competitor. A Cease and Desist letter was sent to Mr. Benfield in this regard. Mr. Benfield's alleged violations appeared to stop shortly thereafter. Recently, however, the Company has been made aware of similar violations by representatives of Mr. Benfield's current employer, Voyage Staffing, LLC, including a former consultant of the Company, Joanna Chandler. The Company recently sent Cease and Desist letters to the interested parties and is awaiting their reply.

Use of IP by Modern Empire Internet, Ltd. ("Modern"):

In April 2007, Modern, an internet company based in Hong Kong, registered and is currently utilizing the domain name www.Reflectx.com. Repeated Cease and Desist letters have been sent with no response thereto. Copies of these letters were previously provided to the Purchaser.