

**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
Medical Staffing Network, Inc.		03/12/2009	CORPORATION: DELAWARE
InteliStaf Healthcare, Inc.		03/12/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	General Electric Capital Corporation
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3479298	INTELISTAF TRAVEL
Registration Number:	3365376	INTELISTAF HEALTHCARE
Registration Number:	3577477	ONESOURCE
Serial Number:	77359236	PHARMSTAFF A MEDICAL STAFFING NETWORK COMPANY
Serial Number:	77359255	MSN MEDICAL STAFFING NETWORK

**CORRESPONDENCE DATA**

Fax Number: (404)541-3255  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-815-6500  
 Email: mcogburn@kilpatrickstockton.com  
 Correspondent Name: Laura Phillips, Kilpatrick Stockton LLP  
 Address Line 1: 1100 Peachtree Street, NE  
 Address Line 2: Suite 2800  
 Address Line 4: Atlanta, GEORGIA 30309

**TRADEMARK**

**OP \$140.00 3479298**

ATTORNEY DOCKET NUMBER:	G3560-265548
NAME OF SUBMITTER:	Margaret A. Cogburn
Signature:	/Margaret A. Cogburn/
Date:	03/19/2009
<b>Total Attachments: 7</b> source=MSN - Trademark Security Agreement 2009 2d Lien (executed)#page1.tif source=MSN - Trademark Security Agreement 2009 2d Lien (executed)#page2.tif source=MSN - Trademark Security Agreement 2009 2d Lien (executed)#page3.tif source=MSN - Trademark Security Agreement 2009 2d Lien (executed)#page4.tif source=MSN - Trademark Security Agreement 2009 2d Lien (executed)#page5.tif source=MSN - Trademark Security Agreement 2009 2d Lien (executed)#page6.tif source=MSN - Trademark Security Agreement 2009 2d Lien (executed)#page7.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 12, 2009, 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 Amended and Restated Second Lien Credit Agreement, dated as of March 12, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders from time to time party thereto and GE Capital, as Administrative Agent for the Lenders, 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 Guaranty and Security Agreement dated as of July 2, 2007 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 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 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 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 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 Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MEDICAL STAFFING NETWORK, INC.

as Grantor

By: 

Name: Kevin Little

Title: *President*

INTELISTAF HEALTHCARE, INC.

as Grantor

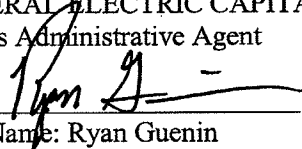
By: 

Name: Kevin Little

Title: *President*

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By:   
Name: Ryan Guenin  
Title: Its Duly Authorized Signatory


Medical Staffing Network  
Second Lien Credit Facility  
Intellectual Property Security Agreement (Trademark)

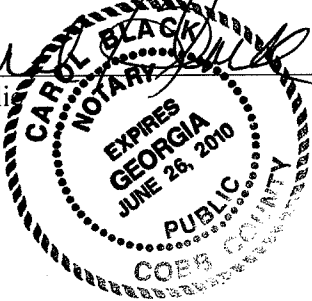
**TRADEMARK**  
**REEL: 003955 FRAME: 0437**

ACKNOWLEDGMENT OF GRANTOR

STATE OF GEORGIA    )  
                                  )    ss.  
COUNTY OF FULTON    )

On this 12<sup>th</sup> day of March, 2009 before me personally appeared Kevin Little, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Medical Staffing Network, Inc. and Intelistaf Healthcare, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

  
\_\_\_\_\_  
Notary Public



SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

See attached.

B. TRADEMARK APPLICATIONS

See attached.

C. IP LICENSES

None.



**U.S. Federal Trademark Registrations**

Docket No.	Mark	Particulars	Status	Registrant	Licensed to Others?
10041-19	INTELISTAF TRAVEL	Reg. No. 3,479,298 Reg. Date 8/05/08	Registered; 8&15 Affidavit due 8/5/14; Renewal due 8/05/18	Intelistaf Healthcare, Inc.	No
10041-18	INTELISTAF HEALTHCARE and Design	Reg. No. 3,365,376 Reg. Date 1/8/08	Registered; 8&15 Affidavit due 1/8/14; Renewal due 1/8/18	Intelistaf Healthcare, Inc.	No
7970-34	ONESOURCE	Reg. No. 3,577,477 Reg. Date 02/17/08	Registered; 8&15 Affidavit due 02/17/15; Renewal due 02/17/19	Medical Staffing Network, Inc.	No

**U.S. Trademark Applications**

Docket No.	Mark	Particulars	Status	Applicant	Licensed to Others?
7970-37	PHARMSTAFF A MEDICAL STAFFING NETWORK COMPANY and Design	App. No. 77/359236 App. Date 12/26/07	Published 12/23/08	Medical Staffing Network, Inc.	No
7970-36	MEDICAL STAFFING NETWORK and Design	App. No. 77/359255 App. Date 12/26/07	Office Action; response due 5/06/09	Medical Staffing Network, Inc.	No