

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
Maxim Healthcare Services, Inc.		12/30/2009	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as administrative agent
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: 29

Property Type	Number	Word Mark
Serial Number:	78946792	CODING ON DEMAND!
Serial Number:	78945447	MAXIM HOME HEALTH RESOURCES
Serial Number:	78883295	MAX'S HOUSE
Serial Number:	78679857	P PRESTON HOUSE
Serial Number:	78066114	TIMELINE RECRUITING
Serial Number:	78382555	CAREMAX KIDS
Serial Number:	78382544	"CARING FOR AMERICA"
Serial Number:	78382534	CAREMAX MEDICAL RESOURCES
Serial Number:	78382505	CAREMAX
Serial Number:	77766448	MAXIM
Serial Number:	77714492	ORBIS CLINICAL
Serial Number:	77475809	PHA
Serial Number:	77343499	MAXIM STAFFING SOLUTIONS ADMINISTRATIVE STAFFING

CH \$740.00 78946792

Serial Number:	77130949	LOGIX HEALTHCARE SEARCH PARTNERS
Serial Number:	77177346	CODING CORNER
Serial Number:	77106082	CENTRUS
Serial Number:	76452633	MAXIM HEALTHCARE SERVICES
Serial Number:	76341654	TRAVELMAX MEDICAL PROFESSIONALS
Serial Number:	76376570	REFLECTX STAFFING
Serial Number:	76376569	REFLECTION RESOURCES
Serial Number:	76165873	MAXIM STAFFING SOLUTIONS
Serial Number:	76165856	MAXIM HEALTH SYSTEMS
Serial Number:	76221909	TRAVELMAX
Serial Number:	76450742	MAXIM STAFFING SOLUTIONS
Serial Number:	76165854	IT'S WORTH A SHOT!
Serial Number:	75222138	CARE FOCUS
Serial Number:	75066776	MAXIM PEDIATRIC SERVICES
Serial Number:	75027552	MAXIM HEALTHCARE SERVICES
Serial Number:	74313592	BRINGING COMPASSION AND EXPERT CARE TOGETHER

CORRESPONDENCE DATA

Fax Number: (404)572-5128
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-572-2533
Email: jbalcita@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: Jeffrey P. Balcita
Address Line 2: 1180 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	09642.015007
NAME OF SUBMITTER:	Jeffrey P. Balcita
Signature:	/Jeffrey P. Balcita/
Date:	01/07/2010

Total Attachments: 7
source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif

TRADEMARK

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December __, 2009, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December __, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, the Grantors is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the 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. The 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 the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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"): 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 I hereto;

- i. all renewals and extensions of the foregoing;
- ii. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- iii. 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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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.

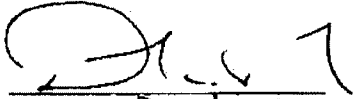
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MAXIM HEALTHCARE SERVICES, INC.
as Grantor

By: 
Name: David C. Franchile
Title: Vice President - Finance

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: _____
Name: Jason Dufour
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ATL_IMAGE-6621806 2

TRADEMARK
REEL: 004126 FRAME: 0118

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

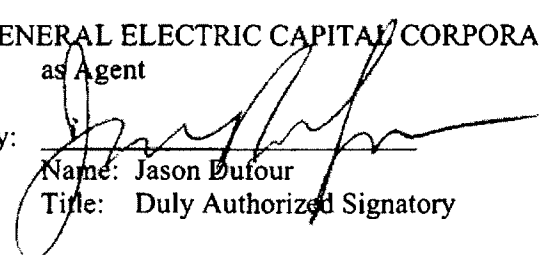
Very truly yours,

MAXIM HEALTHCARE SERVICES, INC.
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Jason Dufour
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Maryland)
County of Howard)

ss.

On this 30th day of December, 2009 before me personally appeared David C. Franchak, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Maxim Healthcare Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

ELSA G. FLORES
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires August 28, 2010

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

REGISTRATION NUMBER	MARK
78946792	CODING ON DEMAND!
78945447	MAXIM HOME HEALTH RESOURCES
78883295	MAX'S HOUSE
78679857	P PRESTON HOUSE
78066114	TIMELINE RECRUITING
78382555	CAREMAX KIDS
78382544	"CARING FOR AMERICA"
78382534	CAREMAX MEDICAL RESOURCES
78382505	CAREMAX
77766448	MAXIM
77714492	ORBIS CLINICAL
77475809	PHA
77343499	MAXIM STAFFING SOLUTIONS ADMINISTRATIVE STAFFING
77130949	LOGIX HEALTHCARE SEARCH PARTNERS
77177346	CODING CORNER
77106082	CENTRUS
76452633	MAXIM HEALTHCARE SERVICES
76341654	TRAVELMAX MEDICAL PROFESSIONALS
76376570	REFLECTX STAFFING
76376569	REFLECTXION RESOURCES
76165873	MAXIM STAFFING SOLUTIONS
76165856	MAXIM HEALTH SYSTEMS
76221909	TRAVELMAX
76450742	MAXIM STAFFING SOLUTIONS
76165854	IT'S WORTH A SHOT!
75222138	CARE FOCUS
75066776	MAXIM PEDIATRIC SERVICES
75027552	MAXIM HEALTHCARE SERVICES
74313592	BRINGING COMPASSION AND EXPERT CARE TOGETHER

2. TRADEMARK APPLICATIONS - None.
3. IP LICENSES - None.

SCHEDULE I TO TRADEMARK SECURITY AGREEMENT

RECORDED: 01/07/2010

**TRADEMARK
REEL: 004126 FRAME: 0122**