### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

**SUBMISSION TYPE: NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: Release of Security Interest in Intellectual Property Collateral - Second Lien

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		09/01/2010	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Nursefinders, Inc.	
Street Address:	524 East Lamar	
Internal Address:	Suite 300	
City:	Arlington	
State/Country:	TEXAS	
Postal Code:	76011-3903	
Entity Type:	CORPORATION: TEXAS	

### PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3240299	NURSEFINDERS THE TRAVELERS' CHOICE
Registration Number:	3254076	NURSEFINDERS THE TRAVELERS' CHOICE
Registration Number:	2701286	IAPPLY
Registration Number:	2120812	SINGLESOURCE
Registration Number:	1669698	NURSEFINDERS
Registration Number:	1608455	THE PROFESSIONAL CHOICE
Registration Number:	1222995	NURSEFINDERS

## **CORRESPONDENCE DATA**

Fax Number: (919)416-8328

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9192868041

Email: pto\_tmconfirmation@mvalaw.com

**TRADEMARK** 900173424 REEL: 004292 FRAME: 0482

Correspondent Name: Moore & Van Allen PLLC Address Line 1: 430 Davis Drive Address Line 2: Suite 500 Morrisville, NORTH CAROLINA 27560 Address Line 4: ATTORNEY DOCKET NUMBER: 107625-4602 EAR NAME OF SUBMITTER: Ellen A. Rubel /Ellen A. Rubel/ Signature: 10/07/2010 Date:

**Total Attachments: 3** 

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# RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL

This RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL (this "Release"), dated as of September 1, 2010, is made by GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent (the "Agent"), under the Credit Agreement referred to below (terms used in this Release and not herein defined shall have the meanings set forth in the Credit Agreement).

WHEREAS, in connection with that certain Second Lien Credit Agreement, dated as of August 9, 2007 (as amended, restated, supplemented or otherwise modified from time to time, and together with all general security agreements, trademark security agreements, patent security agreements and copyright security agreements entered into in connection therewith or in connection with prior versions thereof, the "Credit Agreement", among NF Investors, Inc. (the "Borrower"), the other Loan Parties signatory thereto, the Agent, and the Lenders signatory thereto from time to time (each individually a "Lender," and collectively, the "Lenders"), the Lenders made credit extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, and pursuant to those certain agreements described on Annex I attached hereto (collectively, the "Second Lien Security Agreements"), the Borrower and certain of the Loan Parties granted security interests in certain intellectual property owned by the Borrower and such Loan Parties including those listed on Annex I attached hereto (collectively, the "Intellectual Property Collateral"); and

**WHEREAS**, the Second Lien Security Agreements were recorded in the U.S. Patent and Trademark Office on the dates and on the reels and frames set forth on <u>Annex I</u> hereto;

NOW THEREFORE, the Agent hereby RELEASES, without representation, recourse or warranty whatsoever, all of its security interest in the Intellectual Property Collateral, whether granted pursuant to the Second Lien Security Agreements or any other agreement or document delivered in connection with the Credit Agreement, and the Agent hereby reassigns any and all such right, title and interest (if any) that the Agent may have in the Intellectual Property Collateral to the Borrower and the Loan Parties, as applicable.

The Agent agrees, at the Borrower's and Loan Parties' expense, to cooperate with the Borrower and Loan Parties and to provide the Borrower and Loan Parties with the information and additional authorization reasonably required or desirable to effect the release of the Agent's security interest in the released collateral described herein.

This Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Agent has executed this Release as of the date first above written.

> GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

Name: Jeson Willetts
Title: Duly Authorized Signatory

[Signature Page to Release of Security Interest in Intellectual Property Collateral (Second Lien)]

### ANNEX I

The Second Lien Trademark Security Agreement, dated as of August 9, 2007, by Nursefinders, Inc. in favor of General Electric Capital Corporation, as Administrative Agent, was recorded with the U.S. Patent and Trademark Office on August 13, 2007 at Reel/Frame No. 3599/0816.

U.S. Trademark Registrations and Applications		
Registration/Application No.	Mark	
3240299	NURSEFINDERS THE TRAVELERS' CHOICE	
3254076	NURSEFINDERS THE TRAVELERS' CHOICE	
2701286	IAPPLY	
2120812	SINGLESOURCE	
1669698	NURSEFINDERS	
1608455	THE PROFESSIONAL CHOICE	
1222995	NURSEFINDERS	

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**RECORDED: 10/07/2010**