

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/31/2007		
<b>CONVEYING PARTY DATA</b>			
	<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>
	Jim Kendall & Associates, L.L.C.		12/28/2007
	Linde Health Care Staffing, Inc.		12/28/2007
			<b>Entity Type</b>
			LIMITED LIABILITY COMPANY: MISSOURI
			CORPORATION: MISSOURI
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Linde Health Care Staffing, Inc.		
<b>Street Address:</b>	3668 South Geyer Road, Suite 100		
<b>City:</b>	St. Louis		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63127		
<b>Entity Type:</b>	CORPORATION: MISSOURI		
<b>PROPERTY NUMBERS Total: 1</b>			
	<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
	Registration Number:	2012091	KENDALL & DAVIS
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(858)678-5099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(858) 678-5070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Fish & Richardson P.C.		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	16908-0129001		
<b>NAME OF SUBMITTER:</b>	Andrew M. Abrams		

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**900175630**

**TRADEMARK  
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Signature:	/andrew m abrams/
Date:	11/03/2010
Total Attachments: 4 source=Merger#page1.tif source=Merger#page2.tif source=Merger#page3.tif source=Merger#page4.tif	

**AGREEMENT OF MERGER**

This AGREEMENT OF MERGER (this "Agreement") is made and entered into on December 28, 2007, by and between Jim Kendall & Associates, L.L.C., a Missouri limited liability company ("Jim Kendall"), and Linde Health Care Staffing, Inc., a Missouri corporation ("Linde").

**WITNESSETH**

WHEREAS, each of Jim Kendall and Linde are owned 100% by Nursefinders, Inc., a Texas corporation, and

WHEREAS, Jim Kendall and Linde now desire to merge, following which Linde shall be the surviving corporation (the "Merger"); and

WHEREAS, the Board of Directors and Sole Shareholder of Linde and the Managers and the Sole Member of Jim Kendall have approved the provisions of this Agreement and the consummation of the Merger.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and of the agreements, covenants and provisions hereinafter contained, and intending to be legally bound, Jim Kendall and Linde hereby agree as follows:

1. **MERGER.** Subject to the terms and conditions of this Agreement, at the Effective Time as defined in Section 6 of this Agreement, Jim Kendall shall be merged with and into Linde in accordance with Chapter 347 of the Missouri Revised Statutes. The separate existence of Jim Kendall shall thereupon cease and Linde shall be the surviving corporation.

2. **EFFECT OF MERGER.** Upon the Effective Time (as defined below), Jim Kendall and Linde shall become a single Missouri corporation, the separate existence of Jim Kendall shall cease, and all of the rights, privileges and powers of each of Jim Kendall and Linde, and all property, real, personal and mixed, and all debts due to Jim Kendall and/or Linde, as well as all other things and causes of action belonging to each of Jim Kendall and Linde, shall be vested in Linde as the surviving corporation, and shall thereafter be the property of Linde as the surviving corporation as they were of each of Jim Kendall and Linde; but all rights of creditors and all liens upon any property of Jim Kendall and/or Linde shall be preserved unimpaired, and all debts, liabilities and duties of each of Jim Kendall and Linde shall be preserved unimpaired, and all debts, liabilities and duties of each of Jim Kendall and Linde shall be preserved unimpaired, and all debts, liabilities and duties of each of Jim Kendall and Linde shall be preserved unimpaired, and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by it.

3. **CERTIFICATE OF INCORPORATION, BYLAWS AND DIRECTORS AND OFFICERS.**

(a) The Certificate of Incorporation and Bylaws of Linde in effect immediately prior to the Effective Time shall not be amended in any respect by reason of the Merger and said Certificate of Incorporation and Bylaws shall be the Certificate of Incorporation and Bylaws of

Linde, as the surviving corporation, unless and until amended in accordance with their terms and applicable law.

(b) On and after the Effective Time, until changed in accordance with the Certificate of Incorporation and Bylaws of Linde, (i) the directors of Linde shall be the directors of Linde immediately prior to the Effective Time; and (ii) the officers of Linde shall be the officers of Linde immediately prior to the Effective Time.

4. MANNER AND BASIS OF CONVERTING SHARES. As a result of the Merger, (i) each share of Linde common stock issued and outstanding immediately prior to the Effective Time shall remain issued and outstanding and shall constitute the only shares of capital stock of Linde issued and outstanding immediately after the Effective Time and (ii) each membership interest in Jim Kendall issued and outstanding immediately prior to the Effective Time shall be cancelled.

5. FURTHER ASSIGNMENT OR ASSURANCE. If at any time Linde, as the surviving corporation, shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to carry out any of the provisions of this Agreement, the proper representatives of Jim Kendall as of the Effective Time shall do all things necessary or proper to do so.

6. EFFECTIVE TIME. After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, Linde, which shall be the surviving corporation of the Merger, shall file Articles of Merger, substantially in the form attached hereto as Exhibit A (the "Articles of Merger"), with the Secretary of State of the State of Missouri and make all other filings or recordings required by Missouri law in connection with the Merger. The Merger shall become effective on December 28, 2007 (the "Effective Time").

7. TERMINATION AND AMENDMENT. Anything in this Agreement or elsewhere to the contrary notwithstanding, this Agreement and the Merger contemplated hereby may be abandoned either by Jim Kendall or Linde, by an appropriate act of a duly authorized representative thereof, at any time prior to the Effective Time. This Agreement may be amended in any respect by the mutual agreement of Jim Kendall and Linde with such approvals as may be required by Missouri law.

8. DESCRIPTIVE HEADINGS. The descriptive section headings of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

9. GOVERNING LAW. This Agreement shall be construed in accordance with and governed by the laws of the State of Missouri, without giving effect to principles of conflicts of law.

10. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effects as if the signatures thereto

and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

[Signature Page to Follow]

DEC 17 2007 2:11PM

NO. 974 P. 3

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first written above.

JIM KENDALL & ASSOCIATES, L.L.C., a Missouri limited liability company

By:   
Name: Patrick Donovan  
Title: President

LINDE HEALTH CARE SEATING, INC., a Missouri corporation

By:   
Name: Patrick Donovan  
Title: President

Agreement of Mergers

FTL 106911069

FTL 106911069

Exhibit A  
Articles of Merger

File Number:  
00404448  
Date Filed: 12/31/2007  
Robin Carnahan  
Secretary of State

ARTICLES OF MERGER

OF  
JIM KENDALL AND ASSOCIATES, L.L.C.  
WITH AND INTO  
LINDE HEALTH CARE STAFFING, INC.

Pursuant to the provisions the Missouri Revised Statutes, the undersigned hereby certify that:

1. JIM KENDALL AND ASSOCIATES, L.L.C., a Missouri limited liability company (the "Constituent Company") shall be merged with and into LINDE HEALTH CARE STAFFING, INC., a Missouri corporation (the "Surviving Company"), which shall be the surviving company (such merger, the "Merger").
2. The Agreement and Plan of Merger, dated as of December 28, 2007, was executed and adopted by the Constituent Company and the Surviving Company in accordance with Section 347.720 of the Missouri Revised Statutes.
3. The Merger shall become effective on December 31, 2007 (the "Effective Date").
4. The name of the Surviving Company is LINDE HEALTH CARE STAFFING, INC.
5. The address of the Surviving Company's registered office is 120 South Central Avenue, Clayton, Missouri 63105 and the name of the registered agent at such office is CT Corporation System.
6. The organizational documents of the Surviving Company prior to the Effective Date shall be the organizational documents of the Surviving Company after the Effective Date.
7. The executed Agreement of Merger is on file at the Surviving Company's principal place of business at the following address:  
11325 Concord Village Drive  
St. Louis, Missouri 63123
8. A copy of the Agreement of Merger will be furnished by the Surviving Company, on request and without cost, to any member or shareholder of the Constituent Company or the Surviving Company.


[SIGNATURES ON NEXT PAGE]




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IN WITNESS WHEREOF, the Officers of Merger has been executed on behalf of the Constituent Company and the Surviving Company by their respective authorized officers as of the day and year first written above.

JIM KENDALL ASSOCIATES, L.L.C.  
By:   
Name: Jim Kendall  
Title: President

LINDE HEALTH CARE STAFFING, INC.  
By:   
Name: Karen Patricia Donovan  
Title: President

FILED

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