

11-29-2010

Form PTO-1504 (Rev. 09/09) OMB Collection 0654-0027 (exp 02/28/2009)

U S DEPARTMENT OF COMMERCE States Patent and Trademark Office



RECORDS

103612014

11-29-10

To the Director of the U S Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Interim HealthCare INC

- Individual(s) Association General Partnership Limited Partnership Corporation- State: Florida Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name Interim Physicians LLC

Internal

Address: 12140 Woodcrest Executive Drive

Street Address: 12140 Woodcrest Executive Drive

City: St. Louis

State: Missouri

Country: USA Zip: 63141

- Association Citizenship General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Delaware Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 29, 2010

- Assignment Merger Security Agreement Change of Name Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

74273142

B. Trademark Registration No (s)

1789596

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name Joy Taylor

Internal Address: Legal Department

Street Address: 1601 Sawgrass Corporate Parkway

City: Sunrise

State: FL Zip: 33323

Phone Number: 954-858-2645

Fax Number: 954-858-2840

Email Address: joytaylor@interimhealthcare.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- Authorized to be charged to deposit account Enclosed

8. Payment Information:

11/29/2010 KWHITE1 00000023 1789596 Deposit Account Number

01 FC:0521

Authorized User Name

40.00

9. Signature:

Lloyd Strothman

Signature

November 16, 2010

Date

Lloyd Strothman, VP and Franchise Counsel

Name of Person Signing

Total number of pages including cover sheet, attachments, and document.

2

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK REEL: 004407 FRAME: 0013

## ASSIGNMENT OF SERVICE MARK AND SALE AGREEMENT

This Assignment of Service Mark and Sale Agreement (“**Agreement**”), dated as of October 29, 2010, is made by and between Interim Healthcare Inc., a corporation of the State of Florida, doing business at 1601 Sawgrass Corporate Parkway, Sunrise, Florida 33323 (hereinafter “**Assignor**”), and Interim Physicians LLC, a limited liability company of the State of Delaware, with its principal place of business at 12140 Woodcrest Executive Drive, Suite 310, St. Louis, Missouri 63141 (hereinafter “**Assignee**”).

**WHEREAS**, Assignor is the owner of all rights, title and interest in and to the following United States service mark (the “**Service Mark**”):

**INTERIM PHYSICIANS  
Registration Number 1789596**

**WHEREAS**, Assignor represents it has made no prior agreements, licenses, assignments, or pledges as collateral, nor taken any acts that interfere with Assignor’s sole and exclusive rights in the Service Mark; and

**WHEREAS**, Assignor wishes to assign and Assignee wishes to receive the entire right, title and interest in the Service Mark, together with the goodwill of the business with which said mark is used; and

**WHEREAS**, Assignee has agreed to pay Assignor a total of \$35,000 for the Service Mark, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which are expressly acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, its successors, licensees and assigns, all rights, title and interest in and to the Service Mark and goodwill appurtenant thereto; the same, which are or may be granted, renewed or reissued, to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this Agreement had not been entered into by the parties.

2. Assignor agrees, upon the request of Assignee, to execute any necessary and proper oaths or affidavits relating to the Service Mark as reasonably required for the renewal, validation of use or status or extension that Assignee, which in the opinion of counsel for Assignee, may deem reasonably necessary or expedient.

3. Assignee agrees to pay to Assignor the sum of \$35,000, which shall be due and payable in full upon the earlier of (i) the date on which IH Acquisition Corp. ceases to own, directly or indirectly, the majority of the member interests in Assignee, or (ii) the date on which IH Acquisition Corp. ceases to own, directly or indirectly, the majority of the issued and outstanding voting stock of Assignor. Payment of the amount set forth above shall be secured by a non-interest bearing promissory note executed by Assignee concurrently herewith.

4. Assignor shall (i) promptly render all assistance reasonably necessary to record Assignee as the owner of the Service Mark, and (ii) upon reasonable notice, provide to Assignee or its legal

representative further documents and information which may be required from time to time in connection with the renewal, prosecution or enforcement of the Service Mark. Assignee will be responsible for all costs and fees associated with the preparation and recording of all documents needed to place the Service Mark in the name of Assignee.

5. Assignor shall, within ten (10) days following execution of this Agreement, transfer to Assignee or its legal representatives all original files and documents relating to the Service Mark which are in Assignee's possession.

6. In the event the Service Mark becomes involved in a trademark controversy or opposition Assignor agrees, upon the request of Assignee, to render all assistance reasonably necessary to Assignee in the matters of giving and producing evidence in support of Assignee's ownership of the Service mark and by preparing and executing documents therefore, and further to perform, upon such reasonable request, any and all affirmative acts to obtain the Service Mark and vest all rights therein hereby conveyed in Assignee.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed therein, without regard to conflicts of law principles thereunder. The parties to this Agreement acknowledge and agree that this Agreement is to be substantially performed within the State of Florida. Accordingly, the parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a court of competent jurisdiction sitting in Broward County, Florida.


8. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue any and all registrations of the Service Mark that are or may be granted, renewed or reissued, to Assignee and hereby covenants that Assignor has full right to convey the entire interest herein assigned, and that Assignor has not executed, and will not execute, any agreements in derogation thereof.

9. Assignee, by the execution of this Assignment of Service Mark and Sale Agreement, hereby accepts the aforesaid.

**IN WITNESS WHEREOF**, each of the parties has caused this Agreement to be signed by its duly authorized officer on the date first set forth above.

ASSIGNOR:

**INTERIM HEALTHCARE INC.**

  
Name: Kathleen A. Gilmartin  
Title: President and CEO

ASSIGNEE:

**INTERIM PHYSICIANS LLC**

  
Name: Timothy P. Hand  
Title: President and CEO