

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Release of Second Lien Security Interest in Intellectual Property Collateral at Reel/Frame No. 3598/0982 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|---------------------------|
| NexBank, SSB, as successor in interest to General Electric Capital Corporation | | 09/27/2010 | state savings bank: TEXAS |

RECEIVING PARTY DATA

| | |
|------------------------|--------------------------------|
| Name: | Medical Staffing Network, Inc. |
| Street Address: | 901 Yamato Road, Suite 110 |
| City: | Boca Raton |
| State/Country: | FLORIDA |
| Postal Code: | 33431 |
| Entity Type: | CORPORATION: DELAWARE |

| | |
|------------------------|--------------------------------------|
| Name: | Medical Staffing Network Assets, LLC |
| Street Address: | 901 Yamato Road, Suite 110 |
| City: | Boca Raton |
| State/Country: | FLORIDA |
| Postal Code: | 33431 |
| Entity Type: | LIMITED LIABILITY COMPANY: ILLINOIS |

| | |
|------------------------|-----------------------------|
| Name: | InteliStaf Healthcare, Inc. |
| Street Address: | 901 Yamato Road, Suite 110 |
| City: | Boca Raton |
| State/Country: | FLORIDA |
| Postal Code: | 33431 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 22

| Property Type | Number | Word Mark |
|---------------|--------|-----------|
| | | |

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**TRADEMARK
 REEL: 004410 FRAME: 0067**

OP \$565.00 1894453

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|----------------------|----------|------------------------------------|
| Registration Number: | 1894453 | ALL BETTER NURSING |
| Registration Number: | 3111936 | TOUHLIVES |
| Registration Number: | 2713485 | MSN MEDICAL STAFFING NETWORK, INC. |
| Registration Number: | 1716390 | PHARMSTAFF |
| Registration Number: | 1720655 | PHARMSTAFF |
| Registration Number: | 2892355 | STATMED |
| Registration Number: | 2281205 | WINNERTECH CONSULTING |
| Registration Number: | 2888038 | STAFFING EFFECTIVENESS PARTNERSHIP |
| Registration Number: | 3000848 | ISTAF |
| Registration Number: | 2934256 | QUALITY IS THE COMPANY WE KEEP |
| Registration Number: | 2929846 | INTELISOURCE |
| Registration Number: | 3044380 | STARMED STAFFING. PROFESSIONALS. |
| Registration Number: | 2498122 | INTELISTAF HEALTHCARE |
| Registration Number: | 2241609 | HEALTHCARE STAFFING SOLUTIONS |
| Registration Number: | 1545615 | FLYING NURSES |
| Registration Number: | 2402285 | MEDCAREERS.COM |
| Registration Number: | 2881748 | STARMED |
| Registration Number: | 1488786 | STARMED |
| Serial Number: | 78387294 | INTELICASH |
| Serial Number: | 78498169 | ICASH |
| Serial Number: | 78329633 | DNA |
| Serial Number: | 78329549 | PE2 |

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7145401235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 034784-0133 |
| NAME OF SUBMITTER: | Kristin J. Azcona |
| Signature: | /kja/ |

Date:

11/04/2010

Total Attachments: 9

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**RELEASE OF SECOND LIEN SECURITY INTEREST IN
INTELLECTUAL PROPERTY COLLATERAL**

This RELEASE, dated as of September 27, 2010, is made by NEXBANK, SSB, in its capacity as successor administrative agent and collateral agent (the "Administrative Agent") for the Secured Parties pursuant to the Second Lien Credit Agreement, dated as of July 2, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent.

W I T N E S S E T H

WHEREAS, each of the entities listed on the signature pages to the Intellectual Property Trademark Security Agreement (as hereinafter defined), the Trademark Security Agreement (as hereinafter defined), and the Intellectual Property Copyright Security Agreement (as hereinafter defined) (each a "Grantor" and collectively, the "Grantors") is party to the Guaranty and Security Agreement, dated as of July 2, 2007 (the "Security Agreement"), and pledged to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower;

WHEREAS, pursuant to the Security Agreement, the Grantors executed (i) the Intellectual Property Security Agreement [Trademark Security Agreement], dated as of July 2, 2007 (the "Intellectual Property Trademark Security Agreement"), by and among the Grantors and the Administrative Agent for the Secured Parties and recorded with the U.S. Patent and Trademark Office on August 10, 2007 at Reel/Frame No. 3598/0982, and (ii) the Trademark Security Agreement, dated as of March 12, 2009 (the "Trademark Security Agreement"), by and among the Grantors and the Administrative Agent and recorded with the U.S. Patent and Trademark Office on March 19, 2009 at Reel/Frame No. 3955/0432, pursuant to which each Grantor granted 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 its Trademarks (the "Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, the Grantors executed the Intellectual Property Security Agreement [Copyright Security Agreement], dated as of July 2, 2007 (the "Intellectual Property Copyright Security Agreement") by and among the Grantors and the Administrative Agent for the Secured Parties and recorded with the U.S. Copyright Office on September 17, 2007 at V3556 D275, pursuant to which each Grantor granted 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 its Copyrights (the "Copyright Collateral");

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of February 22, 2010, by and among General Electric Capital Corporation, NexBank, SSB, Medical Staffing Network, Inc., Medical Staffing Holdings, LLC, Medical Staffing Network Holdings, Inc. and the lenders party thereto, NexBank, SSB has succeeded to the role of Administrative Agent with respect to the Credit Agreement, the Security Agreement and each other Loan Document (as defined in the Credit Agreement); and

WHEREAS, capitalized terms used but not defined in this Release shall have the meaning assigned to such terms in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent agrees as follows:

The Administrative Agent, on its own behalf and on behalf of the Secured Parties, hereby relinquishes, terminates, cancels and releases any and all right, title and interest it may have or have acquired through the Security Agreement, Intellectual Property Trademark Security Agreement, Trademark Security Agreement, Intellectual Property Copyright Security Agreement or otherwise, in and to the Trademark Collateral and Copyright Collateral, including the trademarks and copyrights listed on Schedule I attached hereto and incorporated herein by reference (collectively, the "Released Collateral").

The parties hereto shall cause this Release to be filed with the United States Patent and Trademark Office and the United States Copyright Office for the purpose of recording the release of the Secured Parties' security interest in the Released Collateral.

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

NEXBANK, SSB, as Administrative Agent

By: _____

Name:
Title:



Jeff Scott
Vice President
NexBank, SSB

SCHEDULE I

U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

See attached.

U.S. Federal Trademark Registrations

| Docket No. | Mark | Applicant | Status | Registrant | Licensed to Others |
|------------|--|--|--|--------------------------------------|--|
| 7970-1 | ALL BETTER NURSING® | Reg. No. 1,894,453 Reg. Date 05/16/95 | Registered; Renewal due 05/16/15 | Medical Staffing Network, Inc. | No |
| 7970-2 | TOUCHLIVES® | Reg. No. 3,111,936 Reg. Date 07/04/06 | Registered; 8&15 Affidavit due 07/11/12; Renewal due 07/04/16 | Medical Staffing Network, Inc. | No |
| 7970-4 | MSN MEDICAL STAFFING NETWORK, INC. and Design® | Reg. No. 2,713,485 Reg. Date 05/06/03 | Registered; 8&15 Affidavit due 05/06/09; Renewal due 05/06/13 | Medical Staffing Network Assets, LLC | Medical Staffing Network, Inc. and Medical Staffing Network, of Illinois, LLC. |
| 7970-5 | PHARMSTAFF and Design® | Reg. No. 1,716,390 Reg. Date 09/15/92 | Registered; Renewal due 09/15/12 | Medical Staffing Network, Inc. | No |
| 7970-6 | PHARMSTAFF® | Reg. No. 1,720,655 Reg. Date 09/29/92 | Registered; Renewal due 09/29/12 | Medical Staffing Network, Inc. | No |
| 7970-7 | STATMED® | Reg. No. 2,892,355 Reg. Date 10/12/04 | Registered; 8&15 Affidavit due 10/12/09-10/12/10; Renewal due 10/12/14 | Medical Staffing Network, Inc. | No |
| 7970-8 | WINNERTECH CONSULTING® | Reg. No. 2,281,205 Reg. Date 9/28/99 | Registered; 8 Affidavit due 06/21/10; Renewal due 06/21/14 | Medical Staffing Network, Inc. | No |
| 7970-15 | EFFECTIVENESS PARTNERSHIP® | Reg. No. 2,888,038 Reg. Date 06/21/04 | Registered; 8 Affidavit due 06/21/10; Renewal due 06/21/14 | IntelStaf Healthcare, Inc. | No |
| 7970-17 | ISTAF® | Reg. No. 3,000,848 Reg. Date 09/27/05 | Registered; 8&15 Affidavit due 09/27/11; Renewal due 09/27/15 | IntelStaf Healthcare, Inc. | No |
| 7970-18 | QUALITY IS THE COMPANY WE KEEP® | Reg. No. 2,939,256 Reg. Date 03/15/05 | Registered; 8&15 Affidavit due 03/15/11; Renewal due 03/15/15 | IntelStaf Healthcare, Inc. | No |
| 7970-19 | INTELISOURCE® | Reg. No. 2,929,846 Reg. Date 03/01/05 | Registered; 8&15 Affidavit due 03/01/11; Renewal due 03/01/15 | IntelStaf Healthcare, Inc. | No |
| 7970-20 | STARMED STAFFING PROFESSIONALS. & DESIGN® | Reg. No. 3,044,580 Reg. Date 01/17/06 | Registered; 8&15 Affidavit due 01/17/12; Renewal due 01/17/16 | IntelStaf Healthcare, Inc. | No |

| Bucket No. | Mark | Particulars | Status | Registrant | Licensed to Others |
|------------|--------------------------------|--|---|----------------------------|--------------------|
| 7970-21 | INTELSTAF HEALTHCARE® | Reg. No. 2,498,122 Reg. Date 10/16/01 | Registered; S&15 Affidavit due 10/16/07; Renewal due 10/16/11 | IntelStaf Healthcare, Inc. | No |
| 7970-22 | HEALTHCARE STAFFING SOLUTIONS® | Reg. No. 2,241,609 Reg. Date 04/27/99 | Registered; Renewal due 04/27/09 | IntelStaf Healthcare, Inc. | No |
| 7970-23 | FLYING NURSES® | Reg. No. 1,545,615 Reg. Date 06/27/89 | Registered; Renewal due 06/27/09 | IntelStaf Healthcare, Inc. | No |
| 7970-27 | MEDCAREERS.COM® | Reg. No. 2,402,285 Reg. Date 11/07/00 | S&15 Affidavit filed 05/03/07 and pending; Renewal due 11/07/10 | IntelStaf Healthcare, Inc. | No |
| 7970-28 | STARMED DESIGN® | Reg. No. 2,881,748 Reg. Date 09/07/04 | Registered; S&15 Affidavit due 09/07/10; Renewal due 09/07/14 | IntelStaf Healthcare, Inc. | No |
| 7970-29 | STARMED® | Reg. No. 1,488,786 Reg. Date 05/17/88 | Registered; Renewal due 05/17/08 | IntelStaf Healthcare, Inc. | No |

U.S. Trademark Applications

| Bucket No. | Mark | Particulars | Status | Applicant | Licensed to Others? |
|------------|------------|--|--|----------------------------|---------------------|
| 7970-12 | INTELICASH | App. No. 78/387294 App. Date 03/19/04 | Use Statement filed 05/18/07 and pending | IntelStaf Healthcare, Inc. | No |
| 7970-13 | ICASH | App. No. 78/498169 App. Date 10/12/04 | Suspended | IntelStaf Healthcare, Inc. | No |
| 7970-14 | DNA | App. No. 78/329633 App. Date 11/18/03 | Allowed; Final Use 11/23/07 | IntelStaf Healthcare, Inc. | No |
| 7970-16 | PE® | App. No. 78/329549 App. Date 11/18/03 | Allowed; Final Use 11/23/07 | IntelStaf Healthcare, Inc. | No |

U.S. Federal Trademark Registrations

| Docket No. | Mark | Particulars | Status | Registrant | Licensed to Others? |
|------------|------------------------------------|--|---|-----------------------------------|---------------------|
| 10041-19 | INTELSTAF TRAVEL | Reg. No. 3,479,298 Reg. Date 8/05/08 | Registered; 8&15 Affidavit due 8/5/14; Renewal due 8/05/18 | Intelstaf Healthcare, Inc. | No |
| 10041-18 | INTELSTAF 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 | Intelstaf 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 |

U.S. COPYRIGHT REGISTRATIONS

See attached.

Copyright Registrations

| Registration No. | Title | Reg. Date | Copyright Owner | Modular source code. | No |
|------------------|-----------------------|-----------|-----------------------------|----------------------|----|
| TXu-1-067-255 | TFMP computer program | 20-Mar-03 | InteliStaf Healthcare, Inc. | | No |