

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Medical Staffing Network Assets, LLC		09/27/2010	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Medical Staffing Network Healthcare, LLC		
<b>Street Address:</b>	901 Yamato Road, Suite 110		
<b>City:</b>	Boca Raton		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33431		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2713485	MSN MEDICAL STAFFING NETWORK, INC.	
Serial Number:	85033372	MSN MEDICAL STAFFING NETWORK, INC.	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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ATTORNEY DOCKET NUMBER:	034784-0133		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kja/		

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**TRADEMARK**  
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Date:

11/05/2010

**Total Attachments: 5**

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## ASSIGNMENT OF TRADEMARKS

This TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made and entered into as of the 27 day of September, 2010, by Medical Staffing Network Assets, LLC, an Illinois limited liability company ("Assignor") to Medical Staffing Network Healthcare, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

A. Assignor, Medical Staffing Network, Inc., a Delaware corporation ("MSN") Medical Staffing Network Holdings, Inc., a Delaware corporation, Medical Staffing Holdings, LLC, a Delaware limited liability company, and certain subsidiaries of MSN, and Assignee are parties to that certain Asset Purchase Agreement, dated as of July 2, 2010, as amended (the "Purchase Agreement");

B. Assignor has adopted and owns all right, title and interest in and to the trademarks and trademark applications set forth in Schedule A, attached hereto and made a part hereof, together with all registrations and applications for registration thereof, all common law rights with respect thereto, and all rights to sue and recover for past, present and future infringement thereof (collectively referred to herein as the "Assigned Trademarks");

C. Pursuant to the Purchase Agreement, Assignee wishes to acquire, and Assignor wishes to transfer to Assignee, Assignor's entire right, title and interest in and to the Assigned Trademarks; and

D. Assignee and Assignor desire to record the assignments set forth in this Trademark Assignment.

### AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee, Assignor's entire right, title and interest in and to the Assigned Trademarks, including, but not limited to, all benefits, privileges, causes of action, and remedies relating to such Assigned Trademarks, including, without limitation, the exclusive rights to (a) apply for and maintain all registrations, renewals and/or extensions thereof, (b) bring actions and recover damages for past, present and future infringement thereof, (c) grant licenses or other interests therein and (d) otherwise fully and entirely stand in the place of Assignor in all matters related thereto. The foregoing includes, and Assignor hereby assigns, transfers and conveys to Assignee, all goodwill symbolized by the Assigned Trademarks. Assignee accepts such assignment, and assumes (and shall pay, perform and discharge when due) all obligations with respect to such Assigned Trademarks from and after the date of this Trademark Assignment.

Assignor agrees, at Assignee's expense, to take such further action and to execute such additional documents as Assignee may reasonably request to carry out and fulfill the purposes and intent of this Trademark Assignment.

This Trademark Assignment may be executed in counterpart signature pages and via facsimile or other form of electronic transmission (including email), all of which when so executed and attached hereto shall constitute one and the same original.

*[Signature page follows]*





**Schedule A**

**Assigned Trademarks**

**U.S. Trademark Registrations**

<b>Docket</b>	<b>Mark</b>	<b>Particulars</b>	<b>Status</b>	<b>Owner</b>
7970-4	MSN MEDICAL STAFFING NETWORK, INC. and Design®	Reg. No. 2,713,485 Reg. Date 05/06/03	Registered; Renewal due 05/06/13	Medical Staffing Network Assets, LLC

**U.S. Trademark Applications**

<b>Docket</b>	<b>Mark</b>	<b>Particulars</b>	<b>Status</b>	<b>Owner</b>
7970-50	MSN MEDICAL STAFFING NETWORK, INC. and Design®	App. No. 85/033,372 Filed: May 7, 2010	Pending; Response to Office Action due February 25, 2011	Medical Staffing Network Assets, LLC