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#### TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
Medical Staffing Network Assets, LLC		109/27/2010 I	LIMITED LIABILITY COMPANY: ILLINOIS	

#### **RECEIVING PARTY DATA**

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

#### PROPERTY NUMBERS Total: 2

Property Type Number		Word Mark
Registration Number:	2713485	MSN MEDICAL STAFFING NETWORK, INC.
Serial Number:	85033372	MSN MEDICAL STAFFING NETWORK, INC.

#### **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/ TRADFMARK		

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Date:	11/05/2010
Total Attachments: 5 source=Assignment of Trademarks (Medica	I Staffing Network Assets) (2)#page2.tif I Staffing Network Assets) (2)#page3.tif I Staffing Network Assets) (2)#page4.tif

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#### ASSIGNMENT OF TRADEMARKS

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

#### **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 <u>Schedule A</u>, 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 "<u>Assigned Trademarks</u>");
- 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.

1

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]

2

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative as of the date first written above.

	ASSIGNOR:
	MEDICAL STAFFING NETWORK ASSETS, LLC
	By:
STATE OF Floridg )	<i>a</i>
STATE OF Florida ) COUNTY OF Brownd ) ss.:	
foregoing Trademark Assignment was made	, 2010, before me personally appeared ho being duly sworn, did depose and say that that the for the purposes and considerations so stated, and redical Staffing Network Assets, LLC in entering into Notary Public:  My commission expires:
ACKNOWLEDGED BY:	PHILIP B. SCHWARTZ MY COMMISSION # DD 988419 EXPIRES: May 20, 988419
ASSIGNEE:	EXPIRES: May 29, 2014  Bonded Thru Notary Public Underwriters
MEDICAL STAFFING NETWORK HEA	ALTHCARE, LLC
By: MSN HoldCo, LLC	
Its: Sole Member	
By:	
Name:	_
Title:	<del></del>
	<del></del>

[Signature page to Trademark Assignment (Medical Staffing Network Assets, LLC)]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed by its duly authorized representative as of the date first written above.

			<u>ASSIGNOR</u> :
			MEDICAL STAFFING NETWORK ASSETS, LLC
			By: Name: Title:
STATE OF	)		
COUNTY OF	;	SS.:	
foregoing Trademark Assignme	ent v	vas made	, 2010, before me personally appeared o being duly sworn, did depose and say that that the for the purposes and considerations so stated, and edical Staffing Network Assets, LLC in entering into
			Notary Public: My commission expires:
ACKNOWLEDGED BY:  ASSIGNEE:			
ASSIGNEE:			
MEDICAL STAFFING NET' By: MSN HoldCo, LLC	WO]	RK HEA	LTHCARE, LLC
Its: Sole Member	$\int$		,
By: Listene	Z	Duy	
Name: Christopher H. Smith	1		
Title: Sole Member			

[Signature page to Trademark Assignment (Medical Staffing Network Assets, LLC)]

### Schedule A

## **Assigned Trademarks**

# **U.S. Trademark Registrations**

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

# **U.S. Trademark Applications**

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

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**RECORDED: 11/05/2010**