

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
InteliStaf Healthcare, Inc.		09/27/2010	CORPORATION: DELAWARE

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: 11

Property Type	Number	Word Mark
Registration Number:	3325644	INTELICASH
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:	1545615	FLYING NURSES
Registration Number:	3365376	INTELISTAF HEALTHCARE
Registration Number:	3479298	INTELISTAF TRAVEL
Serial Number:	78498169	ICASH

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900176790

**TRADEMARK
 REEL: 004410 FRAME: 0479**

OP \$290.00 3325644

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
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NAME OF SUBMITTER:	Kristin J. Azcona
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Signature:	/kja/
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Date:	11/05/2010
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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 InteliStaf Healthcare, Inc., a Delaware corporation ("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]

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:

INTELISTAF HEALTHCARE, INC.

By: [Signature]
Name: Kevin Little
Title: President

STATE OF Florida)
COUNTY OF Broward) ss.:

On this 27th day of September, 2010, before me personally appeared Kevin Little, known to me, who being duly sworn, did depose and say that that the foregoing Trademark Assignment was made for the purposes and considerations so stated, and that he was authorized to act on behalf of Intelistaf Healthcare, Inc. in entering into such Trademark Assignment.

[Signature]
Notary Public:
My commission expires:

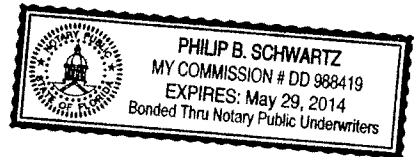
ACKNOWLEDGED BY:

ASSIGNEE:

MEDICAL STAFFING NETWORK HEALTHCARE, LLC

By: MSN HoldCo, LLC
Its: Sole Member

By: _____
Name: _____
Title: _____



[Signature page to Trademark Assignment (Intelistaf Healthcare, Inc.)]

Schedule A

Assigned Trademarks

U.S. Trademark Registrations

Docket	Mark	Particulars	Status	Owner
10041-1	INTELICASH®	Reg. No. 3,325,644 Reg. Date 10/30/07	Registered; 8&15 Affidavit due 10/30/13; Renewal due 10/30/17	Intelistaf Healthcare, Inc.
10041-4	STAFFING EFFECTIVENESS PARTNERSHIP®	Reg. No. 2,888,038 Reg. Date 06/21/04	Registered; 8&15 Affidavit due 09/21/2010; Renewal due 09/21/201	Intelistaf Healthcare, Inc.
10041-6	ISTAF®	Reg. No. 3,000,848 Reg. Date 09/27/05	Registered; 8&15 Affidavit due 09/27/11; Renewal due 09/27/15	Intelistaf Healthcare, Inc.
10041-7	QUALITY IS THE COMPANY WE KEEP®	Reg. No. 2,934,256 Reg. Date 03/15/05	Registered; 8&15 Affidavit due 03/15/11; Renewal due 03/15/15	Intelistaf Healthcare, Inc.
10041-8	INTELISOURCE®	Reg. No. 2,929,846 Reg. Date 03/01/05	Registered; 8&15 Affidavit due 03/01/11; Renewal due 03/01/15	Intelistaf Healthcare, Inc.
10041-9	STARMED STAFFING. PROFESSIONALS and DESIGN®	Reg. No. 3,044,380 Reg. Date 01/17/06	Registered; 8&15 Affidavit due 01/17/12; Renewal due 01/17/16	Intelistaf Healthcare, Inc.
10041-10	INTELISTAF HEALTHCARE®	Reg. No. 2,498,122 Reg. Date 10/16/01	Registered; Renewal due 10/16/11	Intelistaf Healthcare, Inc.
10041-12	FLYING NURSES®	Reg. No. 1,545,615 Reg. Date 06/27/89	Registered; Renewal due 06/27/19	Intelistaf Healthcare, Inc.
10041-18	INTELISTAF HEALTHCARE®	Reg. No. 3,365,376 Reg. Date 01/08/08	Registered; 8&15 Affidavit due 01/08/14; Renewal due 01/08/18	Intelistaf Healthcare, Inc.
10041-19	INTELISTAF TRAVEL®	Reg. No. 3,479,298 Reg. Date: 08/05/08	Registered; 8&15 Affidavit due 08/05/14; Renewal due 08/05/18	Intelistaf Healthcare, Inc.

U.S. Trademark Applications

Docket	Mark	Particulars	Status	Owner
10041-2	ICASH	App. No. 78/498169 App. Date 10/12/04	Suspended as of 07/15/08	Intelistaf Healthcare, Inc.

State Trademark Registrations

State	Mark	Particulars	Status	Registrant
Nebraska	MEDICAL STAFFING NETWORK	Reg. No. 10110904 Reg. Date 05/05/2008	Registered.	InteliStaf Healthcare, Inc.
Louisiana	MEDICAL STAFFING NETWORK	Book No. 59-8113 Reg. Date 09/13/2007	Registered.	InteliStaf Healthcare, Inc.
Hawaii	MEDICAL STAFFING NETWORK	Reg. No. 4057072 Reg. Date 09/12/2007	Registered.	InteliStaf Healthcare, Inc.