

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
InteliStaf Healthcare Management, L.P.		09/27/2010	LIMITED PARTNERSHIP: 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: 2			
Property Type	Number	Word Mark	
Registration Number:	2881748	STARMED	
Registration Number:	1488786	STARMED	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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/		

OP \$65.00 2881748

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 IntelliStaf Healthcare Management, L.P., a Delaware limited partnership ("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
MANAGEMENT, L.P.**

By: Intelistaf Partners No. 1, LLC
Its: General Partner

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of _____, 2010, before me personally appeared _____, 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 Management, L.P. in entering into such Trademark Assignment.

Notary Public:
My commission expires:

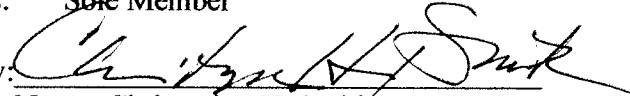
ACKNOWLEDGED BY:

ASSIGNEE:

MEDICAL STAFFING NETWORK HEALTHCARE, LLC

By: MSN HoldCo, LLC

Its: Sole Member

By: 
Name: Christopher H. Smith
Title: Sole Member

[Signature page to Trademark Assignment (Intelistaf Healthcare Management, L.P.)]

Schedule A

Assigned Trademarks

U.S. Trademark Registrations

Docket	Mark	Particulars	Status	Owner
10041-16	STARMED and DESIGN®	Reg. No. 2,881,748 Reg. Date 09/07/04	Registered; 8&15 Affidavit due 09/07/10; Renewal due 09/07/14	Intelistaf Healthcare Management, LP.
10041-17	STARMED®	Reg. No. 1,488,786 Reg. Date 05/17/88	Registered; Renewal due 05/17/18	Intelistaf Healthcare Management, LP.