

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Interim HealthCare Inc.		10/11/2011	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation, as Agent
<b>Street Address:</b>	500 W Monroe
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	1929651	INTERPATH
Registration Number:	2280412	INTERPATTERNS
Registration Number:	2651733	HOMESTYLE
Registration Number:	2822096	HOMESTYLE
Registration Number:	2853832	INTERLINK
Registration Number:	2857628	INTERLINK
Registration Number:	1763176	INTERIM
Registration Number:	1957444	INTERIM ASSISTED CARE
Registration Number:	1910368	INTERIM HEALTHCARE
Registration Number:	3140768	INTERIM
Registration Number:	2083076	INTERIM OCCUPATIONAL HEALTH
Registration Number:	2078703	INTERIM THERAPY
Registration Number:	2875841	INTERIM TECHNOLOGY
Registration Number:	3603985	INTERDOC

CH \$565.00 1929651

**900204337**

**TRADEMARK  
 REEL: 004639 FRAME: 0720**

Registration Number:	2843560	SITESOLUTIONS
Registration Number:	3958495	HOMELIFE ENRICHMENT
Registration Number:	3968399	CAREERSBYWEB
Registration Number:	1731497	INTERIM PERSONNEL SERVICES
Registration Number:	3957161	INTERIM HEALTHCARE MY HEALTH ADVISOR
Serial Number:	85215757	CAREERSBYINTERIM
Serial Number:	85101883	INTERCONNECT
Serial Number:	85244079	PALS2PETS

**CORRESPONDENCE DATA**

Fax Number: (312)577-4565  
Phone: 3125778265  
Email: kristin.brozovic@kattenlaw.com  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Correspondent Name: Kristin Brozovic c/o Katten Muchin  
Address Line 1: 525 W Monroe  
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339669-22
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	10/11/2011

**Total Attachments: 6**  
source=Trademark Security Agreement#page1.tif  
source=Trademark Security Agreement#page2.tif  
source=Trademark Security Agreement#page3.tif  
source=Trademark Security Agreement#page4.tif  
source=Trademark Security Agreement#page5.tif  
source=Trademark Security Agreement#page6.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 11, 2011, is made by Interim HealthCare Inc., a Florida corporation (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 11, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings (as defined in the Credit Agreement), the other Credit Parties (as defined in the Credit Agreement) party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the 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 the following Collateral (but not the Excluded Property) of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Credit Agreement), including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) at any time due or payable or asserted under and with respect to any of the

foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no security interest in or Lien on any "intent to use" Trademark applications shall be granted, and the Trademark Collateral shall exclude such Trademark Applications, until such time, if any, as a statement of use has not been filed and accepted (but only until such statement is filed).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between any provision of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses (as defined in the Credit Agreement) subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

INTERIM HEALTHCARE INC., as Grantor

By:   
Name: James D. Coady  
Title: Director

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By:  \_\_\_\_\_

Name: Kevin Blitz

Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>Trademark Registrations</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Jurisdiction</b>
INTERPATH®	1,929,651	10/24/95	USPTO
INTERPATTERNS®	2,280,412	9/28/99	USPTO
HOMESTYLE®	2,651,733	11/19/02	USPTO
HOMESTYLE® and Design	2,822,096	3/16/04	USPTO
INTERLINK®	2,853,832	6/15/04	USPTO
INTERLINK® and Design	2,857,628	6/29/04	USPTO
INTERIM® Drawing	1,763,176	4/6/93	USPTO
INTERIM ASSISTED CARE®	1,957,444	2/20/96	USPTO
INTERIM HEALTHCARE®	1,910,368	8/8/95	USPTO
INTERIM® Logo	3,140,768	9/12/06	USPTO
INTERIM OCCUPATIONAL HEALTH®	2,083,076	7/29/97	USPTO
INTERIM THERAPY®	2,078,703	7/15/97	USPTO
INTERIM TECHNOLOGY®	2,875,841	8/24/04	USPTO
INTERDOC®	3,603,985	4/7/09	USPTO
SITESOLUTIONS®	2,843,560	5/18/04	USPTO
HOMELIFE ENRICHMENT®	3,958,495	5/10/11	USPTO
CAREERSBYWEB®	3,968,399	5/31/11	USPTO
INTERIM HEALTHCARE MY HEALTH ADVISOR®	3,957,161	5/10/11	USPTO
INTERLINK	1,243,197	10/14/03	India
INTERLINK and Design	1,243,198	10/14/03	India
INTERIM HEALTHCARE		01/23/97	Brazil
INTERIM PERSONNEL			Brazil
INTERIM (wordmark)			Brazil
INTERIM THERAPY			Benelux
INTERIM			Brazil
INTERIM THERAPY			European (CTM)
INTERIM		02/12/98	Canada
INTERIM (design)		01/23/97	Canada
INTERIM PERSONNEL SERVICES	1,731,497	11/10/92	USPTO

2. TRADEMARK APPLICATIONS

<b>Trademark Applications</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Jurisdiction</b>
CAREERSBYINTERIM	85/215,757	1/12/11	USPTO
INTERCONNECT	85/101,883	8/6/10	USPTO
PALS2PETS	85/244,079	2/16/11	USPTO