

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fastaff, LLC		01/26/2012	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	GE Business Financial Services Inc.		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4071963	THE RIGHT NURSES RIGHT NOW!	
Registration Number:	3227307	FRIENDSHIP HAS ITS REWARDS	
Serial Number:	77814444	FASTAFF	
Serial Number:	85236073	FASTAFF TRAVEL NURSING	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5100		
Email:	mrussell@kslaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	09642.233003		

CH \$115.00 4071963

900213200

**TRADEMARK
 REEL: 004705 FRAME: 0653**

NAME OF SUBMITTER:	Mark Russell
Signature:	/Mark Russell/
Date:	01/27/2012
Total Attachments: 5 source=18118296_1#page1.tif source=18118296_1#page2.tif source=18118296_1#page3.tif source=18118296_1#page4.tif source=18118296_1#page5.tif	

**SUPPLEMENT TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

THIS SUPPLEMENT TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Supplement") is made as of January 26, 2012 by FASTAFF, LLC, a Colorado limited liability company (successor in interest to Fastaff, Inc., a Colorado corporation) (the "Grantor"), in favor of GE BUSINESS FINANCIAL SERVICES INC. (formerly known as Merrill Lynch Business Financial Services Inc.), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders (as defined below). Capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement (as defined below).

WHEREAS, pursuant to the terms of that certain Second Amended and Restated Credit Agreement, dated as of January 13, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among U.S. Nursing Corporation, a Colorado corporation (the "Borrower"), the various financial institutions from time to time party thereto as lenders (collectively, the "Lenders"), and the Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has guaranteed the Borrower's obligations under the Credit Agreement and the other Loan Documents pursuant to the terms of that certain Guaranty, dated as of August 4, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty"), by and among the Grantor, USNC Holdings Corp., a Delaware corporation ("Holdings"), and Principal Staffing Consultants, Inc., a Delaware corporation ("PSC"; together with the Grantors and Holdings, collectively, the "Guarantors"), in favor of the Administrative Agent;

WHEREAS, to secure its obligations under the Guaranty, the Grantor has granted to the Administrative Agent a security interest in substantially all of the Grantor's assets, including, without limitation, its trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses (collectively, the "Intellectual Property");

WHEREAS, the Grantor has previously executed and delivered to the Administrative Agent that certain Amended and Restated Trademark Security Agreement dated as of August 31, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), which was duly recorded in the United States Patent and Trademark Office on September 1, 2006 at Reel 03383, Frame 0485; and

WHEREAS, pursuant to the terms of that certain Master Reaffirmation and Third Amendment to Financing Documents, dated as of January 13, 2012, by and among the Borrower, the Guarantors and the Administrative Agent, the Grantor has, among other things, ratified and reaffirmed its grant of liens, security interests and guarantees in favor of the Administrative Agent pursuant to the terms of the Loan Documents.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to the Administrative Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- a. all of its Trademarks referred to on Schedule I 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; and
- d. all income, royalties, proceeds and Liabilities 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.

2. TRADEMARK SECURITY AGREEMENT. The security interests granted pursuant to this Supplement are granted in conjunction with the security interests granted to the Administrative Agent, on behalf of itself and the Lenders, pursuant to the Trademark Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Trademark Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

3. GRANTOR REMAINS LIABLE. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

4. COUNTERPARTS. This Supplement 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.

5. GOVERNING LAW. This Supplement 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 Illinois.

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



Patricia Catlin
exp. 6/11/11 2015

FASTAFF, LLC

By: *Kay L. Cowling*
Name: *Kay L. Cowling*
Title: *CEO/President*

ACCEPTED AND AGREED
as of the date first above written:

GE BUSINESS FINANCIAL SERVICES INC.,
as Administrative Agent

By: _____
Name:
Title:

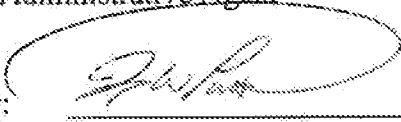
IN WITNESS WHEREOF, the Grantor has caused this Supplement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FASTAFF, LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GE BUSINESS FINANCIAL SERVICES INC.,
as Administrative Agent

By: 
Name: Jay W. Putt
Title: Duly Authorized Signatory

Schedule I

Trademarks:

Filing Date	Serial Number	Mark	Registration Number	Owner
02/16/2011	85243615	THE RIGHT NURSES RIGHT NOW!	4071963	Fastaff, LLC
02/07/2011	85236073	FASTAFF TRAVEL NURSING	3763205	Fastaff, LLC
02/28/2006	78825707	FRIENDSHIP HAS ITS REWARD	3227307	Fastaff, LLC
08/27/2009	77814444	FASTAFF	3763205	Fastaff, LLC