

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		04/05/2012	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Preferred Healthcare Staffing, Inc.		
Street Address:	12400 High Bluff Drive		
Internal Address:	Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2488162		
CORRESPONDENCE DATA			
Fax Number:	9194168328		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	9192868041		
Email:	pto_tmconfirmation@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	430 Davis Drive		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	410643-23 JES		
NAME OF SUBMITTER:	John E. Slaughter		

OP \$40.00 2488162

Signature:	/John E. Slaughter/
Date:	04/30/2012
Total Attachments: 3 source=Termination TM - 2205#page1.tif source=Termination TM - 2205#page2.tif source=Termination TM - 2205#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 5, 2012 ("Release"), is made by **BANK OF AMERICA, N.A.**, as Agent (the "Agent") in favor of **PREFERRED HEALTHCARE STAFFING, INC.**, a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of November 19, 1999 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Obligor party thereto and the Agent, each Obligor granted to the Agent, for the ratable benefit of the Lenders, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing;

WHEREAS, pursuant to the Security Agreement, Grantor, an Obligor, executed and delivered to Agent, for the ratable benefit of the Lenders, the Notice of Grant of Security Interest in Trademarks dated as of November 19, 1999 ("Notice"); and

WHEREAS, the Notice was recorded at the United States Patent and Trademark Office ("USPTO") on December 13, 2000 at Reel 2205 Frame 0074.

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, on behalf of the Lenders, and Grantor (the "parties") agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Agent, on behalf of the Lenders, without representation, warranty, or recourse, hereby:

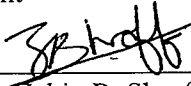
(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO.

IN WITNESS WHEREOF, the Agent, on behalf of the Lenders, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Agent:

BANK OF AMERICA, N.A.
as Agent

By: 
Name: Zubin R. Shroff
Title: Director

Schedule A

U.S. Trademark Subject to Security Interest
Granted by Preferred Healthcare Staffing, Inc.
In Favor of Bank of America, N.A., as Agent
Recorded December 13, 2000 at Reel 2205 Frame 0074

Registered Mark

Mark	Registration No.	Registration Date
Design Only	2488162	09/11/01