

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		04/05/2012	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	O-Grady-Peyton International (USA), Inc.		
<b>Street Address:</b>	12400 High Bluff Drive		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	San Diego		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92130		
<b>Entity Type:</b>	CORPORATION: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2547450	OGP	
<b>Registration Number:</b>	2543091	O'GRADY PEYTON	
<b>Registration Number:</b>	2561992	O'GRADY PEYTON INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9194168328		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	9192868041		
<b>Email:</b>	pto_tmconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	410643-23 JES		

OP \$90.00 2547450

NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	04/30/2012
<b>Total Attachments: 3</b> source=Termination TM - 2297-0479#page1.tif source=Termination TM - 2297-0479#page2.tif source=Termination TM - 2297-0479#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 **O'GRADY-PEYTON INTERNATIONAL (USA), INC.**, a Massachusetts 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 Obligors 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 May 11, 2001 at Reel 2297 Frame 0479.

**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:

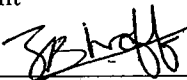
(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademarks, Trademark Licenses, and Proceeds of the foregoing, including the foregoing listed on Schedule A attached 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. Trademarks Subject to Security Interest  
Granted by National Healthcare Staffing, LLC  
In Favor of Bank of America, N.A., as Agent  
Recorded May 11, 2001 at Reel 2297 Frame 0479

Registered Marks

Mark	Registration No.	Registration Date
OGP	2547450	03/12/02
O'GRADY PEYTON	2543091	02/26/02
O'GRADY PEYTON INTERNATIONAL	2561992	04/16/02