

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 (First Lien and Second Lien)		
CONVEYING PARTY DATA			
	Name	Formerly	Execution Date
	Bank of America, N.A., as Administrative Agent		04/05/2012
			Entity Type national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Staff Care, Inc.		
Street Address:	5001 Statesman Drive		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Registration Number:	2540024	COUNTRY DOCTOR OF THE YEAR
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		

Signature:	/John E. Slaughter/
Date:	05/01/2012
Total Attachments: 3 source=Termination TM - 0802 0976#page1.tif source=Termination TM - 0802 0976#page2.tif source=Termination TM - 0802 0976#page3.tif	

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS (FIRST LIEN AND SECOND LIEN)**

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 Administrative Agent (the "Administrative Agent") in favor of **STAFF CARE, INC.**, a Delaware corporation (the "Grantor").

WHEREAS, pursuant to that certain Security Agreement dated as of December 23, 2009 and the Second Lien Security Agreement dated as of September 1, 2010 (each as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreements") by and among the Obligors party thereto and the Administrative Agent, each Obligor granted to the Administrative Agent, for the ratable benefit of the holders of the Secured Obligations, 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 Agreements, Grantor, an Obligor, executed and delivered to Administrative Agent, for the ratable benefit of the holders of the Secured Obligations, the Notice of Grant of Security Interest in Trademarks dated as of December 23, 2009 recorded at the United States Patent and Trademark Office ("USPTO") on December 29, 2009 at Reel 4121 Frame 0802 and the Notice of Grant of Security Interest in Trademarks dated as of September 1, 2010 recorded at the USPTO on September 8, 2010 at Reel 4273 Frame 0976 (collectively, the "Notices"); and

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, Administrative Agent, on behalf of the holders of the Secured Obligations, 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 Agreements or Notices.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the holders of the Secured Obligations, 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 Administrative Agent, on behalf of the holders of the Secured Obligations, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

BANK OF AMERICA, N.A.

as Administrative Agent

By: _____

Name: Zubin R. Shroff

Title: Director

Schedule A

**U.S. Trademark Subject to Security Interest
Granted by Staff Care, Inc.
In Favor of Bank of America, N.A., as Administrative Agent
First Lien Recorded December 29, 2009 at Reel 4121 Frame 0802
Second Lien Recorded September 8, 2010 at Reel 4273 Frame 0976**

Registered Mark

Mark	Registration No.	Registration Date
COUNTRY DOCTOR OF THE YEAR and Design	2540024	02/19/02