

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CIT Healthcare LLC, as Administrative Agent		10/11/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	IH Acquisition Corp.
Street Address:	3605 Glenwood Ave., Suite 490
City:	Raleigh
State/Country:	NORTH CAROLINA
Postal Code:	27612
Entity Type:	CORPORATION: DELAWARE

Name:	Interim Healthcare Holdings, Inc.
Street Address:	1601 Sawgrass Corporate Parkway
City:	Sunrise
State/Country:	FLORIDA
Postal Code:	33323
Entity Type:	CORPORATION: DELAWARE

Name:	Interim Healthcare, Inc.
Street Address:	1601 Sawgrass Corporate Parkway
City:	Sunrise
State/Country:	FLORIDA
Postal Code:	33323
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1929651	INTERPATH
Registration Number:	2280412	INTERPATTERNS

CH \$190.00 1929651

Registration Number:	2651733	HOMESTYLE
Registration Number:	2822096	HOMESTYLE
Registration Number:	2843560	SITESOLUTIONS
Registration Number:	2857628	INTERLINK
Registration Number:	2853832	INTERLINK

CORRESPONDENCE DATA

Fax Number: 3125774565

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe St

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	339669-31
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	10/24/2012

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE

This INTELLECTUAL PROPERTY SECURITY AGREEMENT RELEASE (the "**Release**") dated October 11, 2011, is made by CIT HEALTHCARE LLC ("**CIT**"), as administrative agent (the "**Administrative Agent**") for the Secured Parties in favor of the Persons listed on Exhibit A (collectively, the "**Grantors**"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the IP Security Agreement (as defined below).

WHEREAS, the Grantors entered into that certain Credit Agreement dated as of May 19, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), with CIT Healthcare LLC, as Administrative Agent, and the Lender Parties party thereto.

WHEREAS, as a condition precedent to the making of Advances by the Lender Parties under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated May 19, 2006 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, pursuant to the Credit Agreement and Security Agreement, that certain Intellectual Property Security Agreement, dated as of May 19, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**"), the Grantors granted to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in and to certain intellectual property of the Grantors.

WHEREAS, the IP Security Agreement was recorded with the Trademark Division of the United States Patent and Trademark Office at Reel 3312 and Frame 0824 on May 19, 2006; and with the United States Copyright Office at Volume 3538 Page 170 on May 22, 2006 with respect to United States copyright registrations and copyright applications.

WHEREAS, in accordance with the provisions of the Credit Agreement and the IP Security Agreement, the Administrative Agent now desires to release its security interest in and to the Collateral (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

SECTION 1. Release of Grant of Security. The Administrative Agent hereby releases to the Grantors its security interest in all of the Grantors' right, title and interest in and to the following (the "**Collateral**"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the goodwill symbolized thereby (the "**Trademarks**");

(iii) all copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C attached hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Recordation. The Administrative Agent authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this Release.

SECTION 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CIT HEALTHCARE LLC, as
Administrative Agent

By

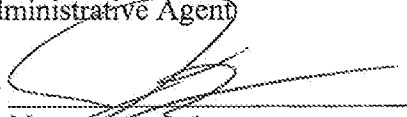

Name: Don Stanley
Title: Director

EXHIBIT A

GRANTORS

IH ACQUISITION CORP.
INTERIM HEALTHCARE HOLDINGS, INC.
INTERIM HEALTHCARE INC.
INTERIM HOMESTYLE SERVICES, INC.
INTERIM HEALTHCARE OF NEW YORK, INC.
INTERIM HEALTHCARE NATIONAL SERVICES, INC.
INTERIM PHYSICIANS, INC.
INTERIM THERAPY SERVICES, INC.
INTERIM HEALTHCARE STAFFING, INC.
INTERIM HEALTHCARE OF RIVERSIDE, INC.
INTERIM HEALTHCARE OF NEVADA, INC.
INTERIM HEALTHCARE OF ATLANTA, INC.
INTERIM HEALTHCARE OF VENTURA, INC.
INTERIM HEALTHCARE MANAGED SERVICES, INC.
INTERIM HEALTHCARE OF BALTIMORE, INC.
INTERIM HEALTHCARE OF SOUTH FLORIDA, INC.

SCHEDULE A

PATENTS

None.

SCHEDULE B

TRADEMARK AND SERVICE MARK REGISTRATIONS AND APPLICATIONS

(A) Mark Registrations and Applications

MARK/TYPER	REGISTER	INT'L. CLASS #	DATE OF 1 st USE	FILING DATE	SERIAL #	REGIS. DATE	REGIS. #	EXPIRE DATE
INTERPATH®	Principal	35	07/26/94	09/26/94	74-578,590	10/24/95	1,929,651	10/24/15
INTERPATH® (Brazil)	Principal	40/25		10/10/99		10/10/99	820.046.477	
INTERPATTERNS	Principal	35	05/12/97	08/15/97	75-346,243	09/28/99	2,280,412	09/28/2009
HOMESTYLE®	Principal	042	9/19/01	10/19/01	76-327,359	11/19/02	2,651,733	11/19/12
HOMESTYLE and Design®	Principal	042	9/19/01	11/19/01	76-338,989	03/16/04	2,822,096	03/16/14
INTERLINK®	Principal	09	10/13/03	06/23/03	78-265945	06/15/04	2,853,832	06/15/14
INTERLINK and Design®	Principal	09	10/13/03	07/14/03	76-529,416	06/29/04	2,857,628	06/29/14
SITESOLUTIONS®	Principal	35	03/28/02	02/08/2002	76-368412	5/18/04	2,843,560	05/18/14

(B) International Marks

MARK/TYPER	REGISTER	INT'L. CLASS #	DATE OF 1 st USE	FILING DATE	SERIAL #	REGIS. DATE	REGIS. #	EXPIRE DATE
INTERPAT	Brazil	40.25		05/11/99	820.046.477	05/11/99	PENDING	PENDING
INTERLINK	India	9	10/13/03	10/10/03	78/265,945	PENDING	PENDING	PENDING
INTERLINK & Design	India	9	10/13/03	10/10/03	76/529,416	PENDING	PENDING	PENDING

(C) Marks Licensed from Spherion Corp.

MARK/TYPER	REGISTER	INT'L. CLASS #	DATE OF 1 st USE	FILING DATE	SERIAL #	REGIS. DATE	REGIS. #	EXPIRE DATE
INTERIM®	35	08/00/76	04/30/90	74-054,496	04/00/93	1,763,176	03/11/04	03/11/14
INTERIM (LOGO)	35/41/42	07/01/92	02/03/97	75-235,171				
INTERIM ASSISTED CARE®	35/37/39	10/18/94	11/17/94	74-600,030	02/20/96	1,957,444	05/03/06	05/03/16
INTERIM HEALTHCARE®	35	03/22/92	04/18/94	74-513,562	08/08/95	1,910,368	08/08/05	01/05/16
INTERIM IN-TOUCH®	42	06/21/93	04/18/94	74-513,563	10/24/05	1,929,286	10/24/00	10/24/05
INTERIM OCCUPATIONAL HEALTH®	35/41/42	11/00/94	11/27/95	75-024,311	07/29/97	2,083,076	07/29/02	07/29/07
INTERIM PHYSICIANS®	35	03/15/92	05/07/92	74-273,142	08/24/93	1,789,596	08/24/98	08/24/03

MARK/TYPE	REGISTER	INT'L. CLASS #	DATE OF 1 st USE	FILING DATE	SERIAL #	REGIS. DATE	REGIS. #	EXPIRE DATE
INTERIM THERAPY®	35	04/00/93	04/18/94	74-513,561	05/16/95	1,894,289	05/16/00	05/16/05
INTERIM THERAPY®	41, 42	12/00/93	01/31/96	75-051,550	7/15/97	2,078,703	7/15/02	7/15/07
INTERIM TRAVEL NURSE®	35	06/24/92	04/18/94	74-513,436	05/23/95	1,895,292	05/23/00	05/23/05

**SCHEDULE C
COPYRIGHTS**

TITLE OF WORK	OWNER	CLASS	DATE OF PUBLICATION	FILING DATE	REGISTRATION NUMBER	EXPIRATION DATE
INTERIM HEALTHCARE QUALITY ASSURANCE MANUAL	IHC	TX	04/14/95	07/03/95	TX 4-010-341	4/14/2090
MEDICAL PERSONNEL POOL DIRECTOR OF NURSING SERVICES MANUAL	IHC	A	12/01/76	04/19/77	847,383	12/01/2071
PEOPLE CARING FOR PEOPLE (Words and Music)	IHC	PA	4/15/88	04/19/88	PA 365,463	04/5/2083
INTERLINK® software	IHC	PENDING	1/6/06	PENDING	PENDING	PENDING
INTERLINK® software manual	IHC	PENDING	1/6/06	PENDING	PENDING	PENDING
INTERLINK® screenshots	IHC	PENDING	1/6/06	PENDING	PENDING	PENDING