

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          |
|--------------------------|----------|----------------|----------------------|
| Interim HealthCare, Inc. |          | 10/31/2012     | CORPORATION: FLORIDA |

RECEIVING PARTY DATA

|                 |   |
|-----------------|---|
| Name:           | General Electric Capital Corporation, as administrative agent |
| Street Address: | 500 West Monroe Street  |
| City:           | Chicago   |
| State/Country:  | ILLINOIS  |
| Postal Code:    | 60661   |
| Entity Type:    | CORPORATION: DELAWARE   |

PROPERTY NUMBERS Total: 23

| Property Type        | Number  | Word Mark                   |
|----------------------|---------|-----------------------------|
| Registration Number: | 1731497 | INTERIM PERSONNEL SERVICES  |
| Registration Number: | 1763176 | INTERIM                     |
| Registration Number: | 1910368 | INTERIM HEALTHCARE          |
| Registration Number: | 1929651 | INTERPATH                   |
| Registration Number: | 1957444 | INTERIM ASSISTED CARE       |
| Registration Number: | 2078703 | INTERIM THERAPY             |
| Registration Number: | 2083076 | INTERIM OCCUPATIONAL HEALTH |
| Registration Number: | 2280412 | INTERPATTERNS               |
| Registration Number: | 2651733 | HOMESTYLE                   |
| Registration Number: | 2822096 | HOMESTYLE                   |
| Registration Number: | 2843560 | SITESOLUTIONS               |
| Registration Number: | 2853832 | INTERLINK                   |
| Registration Number: | 2857628 | INTERLINK                   |
| Registration Number: | 2875841 | INTERIM TECHNOLOGY          |

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|                      |          |                                      |
|----------------------|----------|--------------------------------------|
| Registration Number: | 3140768  | INTERIM                              |
| Registration Number: | 3603985  | INTERDOC                             |
| Registration Number: | 3957161  | INTERIM HEALTHCARE MY HEALTH ADVISOR |
| Registration Number: | 3958495  | HOMELIFE ENRICHMENT                  |
| Registration Number: | 3968399  | CAREERSBYWEB                         |
| Registration Number: | 4089032  | PALS2PETS                            |
| Serial Number:       | 85101883 | INTERCONNECT                         |
| Serial Number:       | 85535328 | INTERCARE                            |
| Serial Number:       | 85539974 | INTERIM HEALTHCARE FOUNDATION        |

**CORRESPONDENCE DATA**

Fax Number: 3129021061  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 312-577-8438  
Email: raquel.pena@kattenlaw.com  
Correspondent Name: Raquel Pena c/o Katten Muchin Rosenman  
Address Line 1: 525 West Monroe Street  
Address Line 4: Chicago, ILLINOIS 60661

|                         |               |
|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 339669-31     |
| NAME OF SUBMITTER:      | Raquel Pena   |
| Signature:              | /Raquel Pena/ |
| Date:                   | 11/01/2012    |

**Total Attachments: 6**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2012, is made by Interim HealthCare Inc., a Florida corporation (the “Grantor”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 31, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings (as defined in the Credit Agreement), the other Credit Parties (as defined in the Credit Agreement) party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is a party to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “Guaranty and Security Agreement”) pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (but not the Excluded Property) of Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks (as defined in the Credit Agreement), including, without limitation, those referred to on Schedule 1 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;
- (d) all income, royalties, proceeds and Liabilities (as defined in the Credit Agreement) 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.

Notwithstanding the foregoing, no security interest in or Lien on any "intent to use" Trademark applications shall be granted, and the Trademark Collateral shall exclude such Trademark Applications, until such time, if any, as a statement of use has not been filed and accepted (but only until such statement is filed).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between any provision of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses (as defined in the Credit Agreement) subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement 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.


Section 6. Governing Law. This Trademark Security Agreement 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 New York.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

INTERIM HEALTHCARE, INC., as Grantor

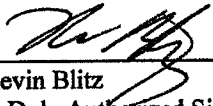
By:   
Name: Kathleen Gilmartin  
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK  
REEL: 004892 FRAME: 0039

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
as Agent

By:   
Name: Kevin Blitz  
Title: Its Duly Authorized Signatory

Signature Page to Trademark Security Agreement

**TRADEMARK**  
**REEL: 004892 FRAME: 0040**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| <b>Trademark Registrations</b>       | <b>Registration Number</b> | <b>Registration Date</b> | <b>Jurisdiction</b> |
|--------------------------------------|----------------------------|--------------------------|---------------------|
| INTERIM PERSONNEL SERVICES           | 1,731,497                  | 11/10/1992               | USA                 |
| INTERIM                              | 1,763,176                  | 04/06/1993               | USA                 |
| INTERIM HEALTHCARE                   | 1,910,368                  | 08/08/1995               | USA                 |
| INTERPATH                            | 1,929,651                  | 10/24/1995               | USA                 |
| INTERIM ASSISTED CARE                | 1,957,444                  | 02/20/1996               | USA                 |
| INTERIM THERAPY                      | 2,078,703                  | 07/15/1997               | USA                 |
| INTERIM OCCUPATIONAL HEALTH          | 2,083,076                  | 07/29/1997               | USA                 |
| INTERPATTERNS                        | 2,280,412                  | 09/28/1999               | USA                 |
| HOMESTYLE                            | 2,651,733                  | 11/19/2002               | USA                 |
| HOMESTYLE (logo)                     | 2,822,096                  | 03/16/2004               | USA                 |
| SITESOLUTIONS (logo)                 | 2,843,560                  | 05/18/2004               | USA                 |
| INTERLINK                            | 2,853,832                  | 06/15/2004               | USA                 |
| INTERLINK (logo)                     | 2,857,628                  | 06/29/2004               | USA                 |
| INTERIM TECHNOLOGY                   | 2,875,841                  | 08/24/2004               | USA                 |
| INTERIM (logo)                       | 3,140,768                  | 09/12/2006               | USA                 |
| INTERDOC                             | 3,603,985                  | 04/07/2009               | USA                 |
| INTERIM HEALTHCARE MY HEALTH ADVISOR | 3,957,161                  | 05/10/2011               | USA                 |
| HOMELIFE ENRICHMENT                  | 3,958,495                  | 05/10/2011               | USA                 |
| CAREERSBYWEB                         | 3,968,399                  | 05/31/2011               | USA                 |
| PALS2PETS                            | 4,089,032                  | 01/17/2012               | USA                 |

2. TRADEMARK APPLICATIONS

| <b>Trademark Applications</b>        | <b>Application Number</b> | <b>Application Date</b> | <b>Jurisdiction</b> |
|--------------------------------------|---------------------------|-------------------------|---------------------|
| INTERCONNECT                         | 85/101,883                | 2/6/2012                | USA                 |
| INTERCARE                            | 85/535,328                | 2/6/2012                | USA                 |
| INTERIM HEALTHCARE FOUNDATION (LOGO) | 85/539,974                | 2/10/2012               | USA                 |