

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
On Assignment, Inc.		12/02/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Local Staff, LLC		
Street Address:	6551 Park of Commerce Boulevard, NW		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2853485	HEALTHCARE STAFFING	
Registration Number:	2493645	CLINICAL LAB STAFF	
Registration Number:	2333922	HEALTHCARE FINANCIAL STAFFING	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-969-3000		
Email:	asiegartel@proskauer.com, trademark@proskauer.com		
Correspondent Name:	Adam D. Siegartel		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	22742-001		
NAME OF SUBMITTER:	Adam D. Siegartel		

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Signature:	/Adam D. Siegartel/
Date:	12/04/2013
Total Attachments: 4 source=IP Assignment#page1.tif source=IP Assignment#page2.tif source=IP Assignment#page3.tif source=IP Assignment#page4.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (“Assignment”) is made as of the 2nd day of December, 2013 by and between On Assignment, Inc. (“Assignor”), and Local Staff, LLC, a Delaware limited liability company located at 6551 Park of Commerce Boulevard, NW, Boca Raton, Florida 33487 (“Assignee”).

WHEREAS, Assignor owns all right, title, and interest in and to (a) the domain names, trade names, and trademarks listed on Exhibit A to this Assignment; (b) the corresponding trademark registrations listed on Exhibit A to this Assignment, including any renewals thereof, and (c) all goodwill associated with those trade names, trademarks, and corresponding trademark registrations (the trade names, trademarks, registrations, and goodwill, collectively, the “Purchased Intellectual Property”);

WHEREAS, Assignee is acquiring the Purchased Intellectual Property from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby sells, transfers, conveys and assigns to Assignee all of Assignor’s right, title, and interest in and to the Purchased Intellectual Property, including (a) all rights to sue and recover for past, present, and future infringement, dilution, and other violations thereof; (b) all rights therein worldwide, free and clear of any liens, encumbrances, or any other rights therein held by any third party; and (c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable, and Assignee hereby accepts such sale, transfer, conveyance and assignment.

2. Assignor agrees to promptly execute all documents and assist in all proceedings to transfer or cause the transfer (including all administrative rights to the domain names), perfect, register, and record the rights of the Assignee to the Purchased Intellectual Property as Assignee may reasonably deem appropriate, and any additional documents that are reasonably necessary to accomplish the intent of this Assignment. If Assignor does not within ten (10) business days of presentment return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute all such documents on Assignor’s behalf. This power of attorney is coupled with an interest and is irrevocable.

3. Assignor authorizes the Commissioner for Patents and Trademarks and any other governmental officials throughout the world to record and register this Assignment upon request by Assignee.

4. Assignor shall, immediately upon the execution of this Agreement, deliver to Assignee all original files, documents, certificates and information held by or on behalf of Assignor relating to the Purchased Intellectual Property.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above.

ON ASSIGNMENT, INC.

By: _____
Printed name:
Title:


LOCAL STAFF, LLC

By: 
Printed name:
Title:

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first written above.

ON ASSIGNMENT, INC.

LOCAL STAFF, LLC

By: 
Printed name: Peter Dameris
Title: President + CEO

By: _____
Printed name:
Title:

EXHIBIT A


Domain Names:

- www.oalliedtravel.com
- www.oahealthcare.com

Trade Names:

- Allied Travel Staffing Services
- Clinical Lab Staff
- Healthcare Financial Staffing
- Healthcare Staffing

Trademarks and Trademark Registrations:

Trademark	Country	App./Reg. Number	Registration Date
healthcare staffing 	USA	78188704/2853485	6/15/04
CLINICAL LAB STAFF	USA	75768281/2493645	9/25/01
HEALTHCARE FINANCIAL STAFFING	USA	75341093/2333922	3/21/00