

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	11/20/2013		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Origin, Incorporated		11/20/2013	CORPORATION: OREGON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ShiftWise, Inc.		
<b>Street Address:</b>	1800 SW First Avenue, Suite 510		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97201		
<b>Entity Type:</b>	CORPORATION: OREGON		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85429479	MIGHTY NURSE	
<b>Serial Number:</b>	85429863	MIGHTY NURSE	
<b>Serial Number:</b>	76616830	SHIFTWISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8586785099		
<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>	(858) 678-5070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Fish & Richardson P.C.		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	16908-0151001		
<b>NAME OF SUBMITTER:</b>	Lisa M. Martens		
<b>SIGNATURE:</b>	/lisa m martens/		
<b>DATE SIGNED:</b>	04/10/2014		
<b>Total Attachments: 11</b>			
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Secretary of State  
Corporation Division  
255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327

Phone: (503)986-2200  
www.filinginoregon.com

SHIFTWISE, INC.  
1800 SW FIRST AVE STE 510  
PORTLAND OR 97201

### Acknowledgement Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

Document	Filed On			
ARTICLES OF MERGER	11/20/2013			
<b>Name of Survivor</b>	<b>Reg. No.</b>	<b>Type</b>	<b>Juris</b>	
ORIGIN, INCORPORATED	136225-92	DOM BUS CORP	OR	
<b>Survivor New Name</b>				
SHIFTWISE, INC.				
<b>Name(s) of Non Survivor(s)</b>	<b>Reg. No.</b>	<b>Type</b>	<b>Juris</b>	
SPEND MERGER SUB, INC.	978014-93	DOM BUS CORP	OR	



FILED

NOV 20 2013

OREGON SECRETARY OF STATE

SURVIVOR REGISTRY NUMBER: 136225-92

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAMES AND TYPES OF THE ENTITIES PROPOSING TO MERGE:

Table with 3 columns: NAME, TYPE, REGISTRY NUMBER. Rows include Origin, Incorporated and Spend Merger Sub, Inc.

2) NAME AND TYPE OF THE SURVIVING ENTITY: Origin, Incorporated, an Oregon domestic corporation

Check here if there is a name change in this plan of merger.

3) A COPY OF THE MERGER PLAN IS ATTACHED. See ORS 60.481(2)

4) THE PLAN OF MERGER WAS DULY AUTHORIZED AND APPROVED BY EACH ENTITY THAT IS A PARTY TO THE MERGER:

A copy of the vote required by each entity is attached.

OR:

Shareholder approval was not required.

5) EXECUTION: (Must be signed by an officer or director for a corporation, a member or manager for a limited liability company, a general partner for a limited partnership, or a partner for a limited liability partnership.)

By my signature, I declare as an authorized authority, that this filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment or both.

Signature:

Printed Name:

Title:

Handwritten signature of Stephen H. Leasia

STEPHEN H. LEASIA

SECRETARY

CONTACT NAME: (To resolve questions with this filing.)

Marco Materazzi

PHONE NUMBER: (Include area code.)

503-802-2126

FEES

Nonprofit Required Processing Fee \$50
Domestic Acquiring Entity Required Processing Fee \$100
Foreign Acquiring Entity Required Processing Fee \$275

Processing Fees are nonrefundable. Please make check payable to "Corporation Division." Free copies are available at FilingInOregon.com, using the Business Name Search program.

**ARTICLES OF MERGER**  
**of**  
**AMN MERGER SUB, INC.**  
**with and into**  
**ORIGIN, INCORPORATED**

Pursuant to ORS 60.494, Origin, Incorporated, an Oregon corporation doing business as "ShiftWise" (the "**Company**"), the surviving corporation in the merger of Spend Merger Sub, Inc., an Oregon corporation ("**Merger Sub**"), with and into the Company (the "**Merger**"), hereby delivers these Articles of Merger to the Office of the Secretary of State for the State of Oregon for filing:

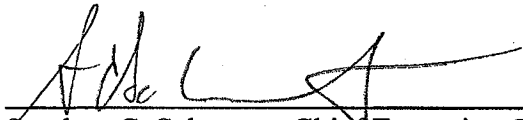
1. The Plan of Merger (the "**Plan**") is attached hereto as Exhibit A and is incorporated herein by reference.
2. Shareholder approval of the Plan was required as follows:
  - a. The Company
    - i. 3,738,618 shares of Common Stock, 8,042,098 shares of Series A1 Preferred Stock, 7,756,182 shares of Series A2 Preferred Stock, and 2,394,784 shares of Series A3 Preferred Stock were outstanding and entitled to vote on the Plan, voting as a single class.
    - ii. Shareholders owning 18,920,983 shares of Common Stock, Series A1 Preferred Stock, Series A2 Preferred Stock and Series A3 Preferred Stock, voting as a single class, approved the Plan.
    - iii. Shareholders owning 0 shares of Common Stock, Series A1 Preferred Stock, Series A2 Preferred Stock and Series A3 Preferred Stock, voting as a single class, voted against the Plan.
  - b. Merger Sub
    - i. 100 shares of common stock were outstanding and entitled to vote on the Plan.
    - ii. The sole shareholder owning 100 shares of common stock approved the Plan by written consent resolution.
3. The effective time of the Merger shall be at the time of the filing of these Articles of Merger.
4. The person to contact about this filing is:

Marco Materazzi  
Telephone: (503) 802-2126

*[Signature page follows.]*

Dated: November 20, 2013.

**ORIGIN, INCORPORATED**  
an Oregon corporation doing business as  
"ShiftWise"



---

Stephen C. Schwartz, Chief Executive Officer

**Exhibit A**  
**Plan of Merger**

*[Attached]*

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**PLAN OF MERGER**  
**AMN MERGER SUB, INC.**  
**with and into**  
**ORIGIN, INCORPORATED**

This Plan of Merger (this "*Plan of Merger*") has been prepared pursuant to that certain Agreement and Plan of Merger, dated as of November 20, 2013, among AMN Healthcare, Inc., a Nevada corporation ("*Parent*"), Spend Merger Sub, Inc., an Oregon corporation and wholly owned subsidiary of Parent ("*Merger Sub*"), Origin, Incorporated, an Oregon corporation doing business as ShiftWise (the "*Company*"), and Steven D. McGeady, in his capacity as the Seller Representative, (the "*Merger Agreement*"), a copy of which is on file at the Company's office located at 1800 SW First Avenue, Suite 510, Portland, Oregon 97201. Terms used in this Plan of Merger that are capitalized and not defined have the meanings given to them in the Merger Agreement.

1. Merger and Surviving Corporation. Upon the terms and subject to the conditions of the Merger Agreement, at the Effective Time Merger Sub will, pursuant to the provisions of the Oregon Business Corporations Act (as amended, modified or supplemented from time to time, the "*OBCA*"), be merged with and into the Company (the "*Merger*"), and the separate corporate existence of Merger Sub will thereupon cease in accordance with the provisions of the OBCA. The Company will be the surviving corporation in the Merger (the "*Surviving Corporation*") and will continue to exist as the Surviving Corporation pursuant to the provisions of the OBCA. The separate corporate existence of the Company with all its rights, privileges, powers and franchises will continue unaffected by the Merger. The Merger will have the effects specified in the OBCA.

2. Effective Time. The Merger shall become effective when articles of merger with respect to the Merger are duly filed with the Secretary of State of the State of Oregon (the "*Effective Time*").

3. Articles of Incorporation and Bylaws.

a. Articles of Incorporation. At and as of the Effective Time, the articles of incorporation of the Surviving Corporation will be amended to read as set forth on Exhibit A attached hereto. Such articles of incorporation of the Surviving Corporation will continue in full force and effect until amended in the manner prescribed by the provisions of the OBCA. Pursuant to the attached articles of incorporation, at the Effective Time, the name of the Surviving Corporation shall be ShiftWise, Inc.

b. Bylaws. The bylaws of Merger Sub in effect immediately prior to the Effective Time will be the bylaws of the Surviving Corporation (except that the name of the corporation set forth therein shall be amended to read as "ShiftWise, Inc.") until amended in accordance with applicable Law.



4. Director and Officers.

a. Directors. The directors of Merger Sub immediately prior to the Effective Time will be the directors of the Surviving Corporation and will serve until their respective successors are duly elected or appointed and will qualify in the manner provided in the articles of incorporation and the bylaws of the Surviving Corporation or as otherwise provided by Law, or until their respective earlier death, resignation or removal.

b. Officers. The officers of Merger Sub immediately prior to the Effective Time will be the officers of the Surviving Corporation and will hold office until their respective successors are duly elected or appointed and will qualify in the manner provided in the articles of incorporation and the bylaws of the Surviving Corporation or as otherwise provided by Law, or until their respective earlier death, resignation or removal.

5. Capital Stock.

a. Conversion of Shares. As of the Effective Time, by virtue of the Merger and without any action on the part of any Shareholder or any other Person, each Share will be canceled and converted into the right to receive its applicable share of the Purchase Price, as set forth in the Merger Agreement and in the Paying Agent and Escrow Agreement, payable in cash to the holder thereof, without interest thereon (the "*Share Consideration*"), subject to surrender of the Certificate(s) formerly representing such Share and delivery of an executed Transmittal Letter to the Paying Agent.

b. Treasury Shares. Each share of Common Stock, Series A1 Preferred Stock, Series A2 Preferred Stock and Series A3 Preferred Stock held in the treasury of the Company immediately prior to the Effective Time (collectively, the "*Excluded Shares*") will, by virtue of the Merger and without any action on the part of the holders thereof or any other Person, be canceled, retired and will cease to exist as of the Effective Time and no payment will be made with respect thereto.

c. Merger Sub Shares. As of the Effective Time, each share of capital stock of Merger Sub issued and outstanding immediately prior to the Effective Time will, by virtue of the Merger and without any action on the part of Merger Sub or any other Person, be converted into and exchanged for one validly issued, fully paid and nonassessable share of common stock, without par value, of the Surviving Corporation.

d. Holders of Certificates. From and after the Effective Time, the holders of Certificates (other than Certificates representing Dissenting Shares) shall cease to have any right with respect to such Certificates, except the right to receive Share Consideration with respect to each of the Shares represented thereby as set forth in the Merger Agreement and in the Paying Agent and Escrow Agreement.

6. Exchange of Certificates.

a. Each of the holders of Shares will deliver to the Paying Agent a Transmittal Letter properly completed and signed and accompanied by the Certificate(s) representing the Shares to which such Transmittal Letter relates. The Paying Agent will provide

a copy of each completed and signed Transmittal Letter, together with the accompanying Certificate(s) representing the Shares to which such Transmittal Letter relates, to Merger Sub or the Surviving Corporation, as applicable, promptly upon the later of: (i) the Paying Agent's receipt of such Transmittal Letter and (ii) the Closing.

b. Each Certificate surrendered pursuant to the Merger Agreement shall be canceled. Until surrendered in accordance with the provisions of the Merger Agreement, each Certificate (other than the Certificates for Excluded Shares canceled pursuant to Section 2.8(b) of the Merger Agreement and the Certificates representing Dissenting Shares) will represent for all purposes only the right to receive the Share Consideration with respect to each of the Shares represented thereby. Except as provided in the Merger Agreement or in the Paying Agent and Escrow Agreement, all cash paid upon surrender of the Certificates in accordance with Section 2.9 of the Merger Agreement will be deemed to have been paid in satisfaction of all rights pertaining to the Shares or represented thereby.

7. Conflicts. In the event of any conflict between the terms of this Plan of Merger and the terms of the Merger Agreement, the terms of the Merger Agreement shall control.

**EXHIBIT A**  
**Articles of Incorporation**  
**of**  
**ShiftWise, Inc.**

*[Attached]*

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**SHIFTWISE, INC.**

**RESTATED ARTICLES OF INCORPORATION**  
Business Corporation

**ARTICLE 1**

The name of the corporation is ShiftWise, Inc. (the "Corporation").

**ARTICLE 2**

The number of shares the Corporation will have authority to issue is one hundred (100) shares of common stock, with no par value.

**ARTICLE 3**

A. The Corporation shall indemnify to the fullest extent not prohibited by law any Person who was or is a party or is threatened to be made a party to any Proceeding against all expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually or reasonably incurred by the Person in connection with such Proceeding. Notwithstanding the foregoing, the Corporation shall not indemnify any Person from or on account of acts or omissions of such Person of a type for which liability could not be eliminated for a director under ORS 60.047(2)(d).

B. Expenses incurred by a Person in defending a Proceeding shall in all cases be paid by the Corporation in advance of the final disposition of such Proceeding at the written request of such Person, if the Person:

(1) Furnishes the Corporation a written affirmation of the Person's good faith belief that such Person has met the standard of conduct described in the Oregon Business Corporation Act or is entitled to be indemnified by the Corporation under any other indemnification rights granted by the Corporation to such Person; and

(2) Furnishes the Corporation a written undertaking to repay such advance to the extent it is ultimately determined by a court that such Person is not entitled to be indemnified by the Corporation under this Article 3 or under any other indemnification rights granted by the Corporation to such Person.

Such advances shall be made without regard to the Person's ability to repay such advances and without regard to the Person's ultimate entitlement to indemnification under this Article 3 or otherwise.

C. The term "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether brought in the right of the Corporation or otherwise and whether of a civil, criminal, administrative, or investigative nature, in which an individual may be or may have been involved as a party or otherwise by reason of the fact that the individual is or was a director or officer of the Corporation or a fiduciary within the meaning of the Employee

Retirement Income Security Act of 1974 with respect to any employee benefit plan of the Corporation, or is or was serving at the request of the Corporation at another corporation, partnership, joint venture, trust, or other enterprise, whether or not serving in such capacity at the time any liability or expense is incurred for which indemnification or advancement of expenses can be provided under this Article 3. The term "Person" means any individual serving in a capacity described in this paragraph.

D. The indemnification and entitlement to advancement of expenses provided by this Article 3 shall not be deemed exclusive of any other rights to which those indemnified may be entitled under the Corporation's Articles of Incorporation or any statute, agreement, general or specific action of the Board of Directors, vote of shareholders, or otherwise, shall continue as to a Person who has ceased to be a director or officer, shall inure to the benefit of the heirs, executors and administrators of such Person, and shall extend to all claims for indemnification or advancement of expenses made after the adoption of this Article 3.

E. Any repeal of this Article 3 shall only be prospective and no repeal or modification hereof shall adversely affect the rights under this Article 3 in effect at the time of the alleged occurrence of any action or omission to act that is the cause of any Proceeding.

F. To the fullest extent permitted by law, no director of this Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for conduct as a director. No amendment or repeal of this Article 3, nor the adoption of any provision of these Articles inconsistent with this Article 3, nor a change in the law, shall adversely affect any right or protection of a director, which right or protection is based upon this Article 3 and arises from conduct that occurred prior to the time of such amendment, repeal, adoption or change. No change in the law shall reduce or eliminate the rights and protections applicable immediately after this provision becomes effective unless the change in the law shall specifically require such reduction or elimination. If the Oregon Business Corporation Act or its successor is amended after this Article 3 becomes effective, to authorize corporate action further eliminating or limiting the personal liability of directors of the Corporation, then the liability of directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Oregon Business Corporation Act, as so amended.

#### ARTICLE 4

In addition to any other method provided for in the Bylaws, the shareholders may act by written consent without a meeting if (a) the action is taken by shareholders having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shareholders entitled to vote on the action were present and voted and (b) the written consent is delivered to the Corporation for inclusion in the minutes or filing with the corporate records. The Corporation must give written notice of any action taken pursuant to this Article 4 to all shareholders who did not sign the written consent. The notice provided to such shareholders must contain or be accompanied by any information required by ORS 60.211 or any other applicable provision of the Oregon Business Corporation Act.

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SHIFTWISE, INC.  
RESTATED ARTICLES OF INCORPORATION  
PAGE 2

TRADEMARK

RECORDED: 04/10/2014

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