

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Conveyance Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The MHA Group, Inc.		12/26/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	AMN Healthcare, Inc.		
Street Address:	12400 High Bluff Drive		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92130		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2941363	STAFF CARE	
Registration Number:	2934515	MERRITT HAWKINS	
CORRESPONDENCE DATA			
Fax Number:	8586785099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(858) 678-5070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Fish & Richardson P.C.		
Address Line 1:	P.O. Box 1022		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
ATTORNEY DOCKET NUMBER:	16908-0075001		
NAME OF SUBMITTER:	Lisa M. Martens		
SIGNATURE:	/lisa m martens/		
DATE SIGNED:	04/15/2014		
Total Attachments: 4			
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THE MHA GROUP, INC.

CONVEYANCE AGREEMENT

This CONVEYANCE AGREEMENT ("Agreement"), effective as of December 26, 2012, is made and entered into by and between The MHA Group, Inc., a Texas corporation ("Subsidiary"), and AMN Healthcare, Inc., a Nevada corporation ("Subsidiary's Sole Shareholder").

RECITALS

WHEREAS, Subsidiary is winding up its business affairs and dissolving pursuant to a Plan of Liquidation and Reorganization (the "Plan") duly adopted by its Board of Directors and Subsidiary's Sole Shareholder; and

WHEREAS, pursuant to the Plan any remaining Assets of Subsidiary after winding up its business affairs are to be distributed to Subsidiary's Sole Shareholder; and

WHEREAS, Subsidiary reasonably believes, based on a review of the books and records of Subsidiary, that it has discharged all of its liabilities and debts to third parties.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

As used in this Agreement, the term (1) "Assets" means all assets of Subsidiary, which shall include all Subsidiary's rights, title and interest, legal or equitable, in and to the properties (whether tangible or intangible), rights, contract rights, interests, claims, demands, causes of action, and deposits relating to such assets and (2) "Equity Interests" means all Subsidiary's rights, title and interest, legal or equitable, in the 100% ownership of RN Demand, Inc., Merritt, Hawkins & Associates, LLC and Staff Care, Inc.

ARTICLE II

Conveyances

Subsidiary hereby grants, bargains, sells, conveys, assigns, transfers and delivers any and all Assets, including without limitation, the Equity Interests, to Subsidiary's Sole Shareholder as the distribution to the sole shareholder contemplated by the Plan.

If the conveyance and assignment attempted to be made hereunder of any agreement or other Asset would be ineffective as between Subsidiary and Subsidiary's Sole Shareholder without the consent of any third person, or would serve as a cause for terminating or invalidating any such agreement, claim or other Asset, then such Asset is excluded from the aforesaid conveyance and assignment. However, Subsidiary shall, to the greatest extent permitted by applicable law, hold such Asset for the exclusive use and benefit of Subsidiary's Sole Shareholder, until such consent has been obtained.

ARTICLE III

Warranties

ALL CONVEYANCES MADE HEREUNDER ARE MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND (INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY OF TITLE). ALL ASSETS CONVEYED HEREUNDER ARE CONVEYED AND DELIVERED "AS IS," AND "WITH ALL FAULTS." This Agreement is made, however, with full rights of substitution and subrogation of Subsidiary's Sole Shareholder in and to all covenants, warranties and other rights of indemnification by others heretofore given or made with respect to any of the Assets.

ARTICLE IV

Further Assurances

From time to time after the date hereof, and without any further consideration, Subsidiary will execute and deliver such instruments of conveyance, assignment, transfer and delivery, and take such other action, as Subsidiary's Sole Shareholder may reasonably request in order, more effectively, to vest in Subsidiary's Sole Shareholder beneficial and record title to the Assets to be conveyed and assigned hereunder or intended so to be and to put Subsidiary's Sole Shareholder in actual possession and operating control of such Assets.

ARTICLE V

General

6.1 **Effective Time.** Regardless of when executed, this Agreement shall be effective as of the effective date and time of dissolution of the Corporation with the state of its incorporation (the "Effective Time"). Notwithstanding any delay in the actual transfer of Assets, for accounting purposes, the transfer of Assets shall be deemed to have occurred as of the Effective Time.

6.2 **Headings.** All article or section headings in this Agreement are for convenience only and shall not be deemed to control or affect the meaning or construction of any of the provisions hereof.

6.3 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

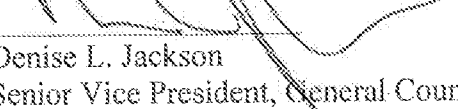
6.4 **Integration.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements and understandings pertaining thereto.

6.5 **Counterparts.** This Agreement may be executed in any number of counterparts, all of which together shall constitute one agreement binding on the parties hereto.

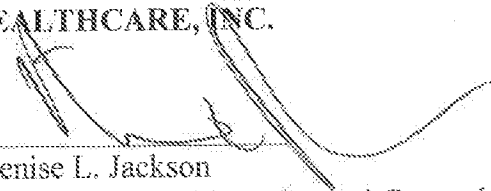
6.6 **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of law principles.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

THE MHA GROUP, INC.

By: 
Name: Denise L. Jackson
Its: Senior Vice President, General Counsel
and Secretary

AMN HEALTHCARE, INC.

By: 
Name: Denise L. Jackson
Its: Senior Vice President, General Counsel
and Secretary