

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301585

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Conveyance Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Club Staffing, LLC		12/29/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	AMN Healthcare Allied, Inc.		
Street Address:	5001 Statesman Drive		
City:	Irvine		
State/Country:	TEXAS		
Postal Code:	75063		
Entity Type:	CORPORATION: TEXAS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3299815	EXCEPTIONAL HEALTHCARE. DELIVERED.	
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:	16908-0135001		
NAME OF SUBMITTER:	Lisa M. Martens		
SIGNATURE:	/lisa m martens/		
DATE SIGNED:	04/15/2014		
Total Attachments: 3			
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CONVEYANCE AGREEMENT

This CONVEYANCE AGREEMENT ("Agreement"), effective as of December 29, 2011, is made and entered into by and between Club Staffing, LLC, a Delaware limited liability company ("Subsidiary"), and AMN Healthcare Allied, Inc., a Texas corporation ("Subsidiary's Sole Member").

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 Member; 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 Member; 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 "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.

ARTICLE II

Conveyances

Subsidiary hereby grants, bargains, sells, conveys, assigns, transfers and delivers any and all Assets to Subsidiary's Sole Member as the distribution to the sole member contemplated by the Plan, it being understood that the Assets may be immaterial in value.

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 Member 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 Member, 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 Member 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 Member may reasonably request in order, more effectively, to vest in Subsidiary's Sole Member beneficial and record title to the Assets to be conveyed and assigned hereunder or intended so to be and to put Subsidiary's Sole Member 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.

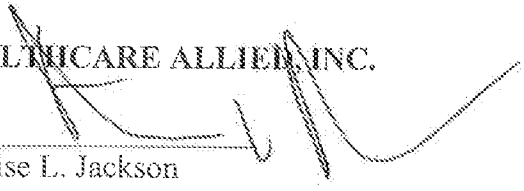
6.6 Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware without regard to its conflict of law principles.

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

CLUB STAFFING, LLC

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

AMN HEALTHCARE ALLIED, INC.

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