

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM396630

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|---|--|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Global Medical Staffing, Inc. | | 08/24/2016 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | GMS Medical Staffing, Inc. | | |
| Street Address: | 6440 South Millrock Drive, #175 | | |
| City: | Salt Lake City | | |
| State/Country: | UTAH | | |
| Postal Code: | 84121 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3571346 | GLOBAL MEDICAL STAFFING | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3036293450 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | (303) 629-3400 | | |
| Email: | broms.maria@dorsey.com | | |
| Correspondent Name: | Dorsey & Whitney LLP | | |
| Address Line 1: | 1400 Wewatta Street, Suite 400 | | |
| Address Line 2: | IP Department | | |
| Address Line 4: | Denver, COLORADO 80202-5549 | | |
| ATTORNEY DOCKET NUMBER: | M261609 | | |
| NAME OF SUBMITTER: | Maria T. Broms | | |
| SIGNATURE: | /mb10216/ | | |
| DATE SIGNED: | 08/29/2016 | | |
| Total Attachments: 5 | | | |
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OP \$40.00 3571346

INTELLECTUAL PROPERTY ASSIGNMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT** (“**Intellectual Property Assignment**”), dated effective as of August 24, 2016, is made by and between Global Medical Staffing, Inc., a Delaware corporation (“**Seller**”), and GMS Medical Staffing, Inc., a Delaware corporation (“**Buyer**”), pursuant to that certain Asset Purchase Agreement dated as of August 24, 2016, by and among Seller, Buyer, and those individuals identified therein as “Shareholders” (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Intellectual Property Assignment, for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, pursuant to the terms and subject to the conditions set forth in the Purchase Agreement, Seller hereby agrees as follows:

Section 1. Assignment. For the consideration of USD \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, all of Seller’s right, title and interest in and to the following (the “**Purchased IP**”):

(a) the trademark registrations and applications set forth on **Schedule I** hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, damages, profits and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Intellectual Property Assignment upon request by Buyer. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Purchased IP to Buyer, or any assignee or successor thereto.

Section 3. Terms of the Purchase Agreement. The parties hereto acknowledge and agree that this Intellectual Property Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Purchased IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

Section 4. Electronic Transmission. A signed copy of this Intellectual Property Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Intellectual Property Assignment.

Section 5. Successors and Assigns. This Intellectual Property Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. Governing Law. This Intellectual Property Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Intellectual Property Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

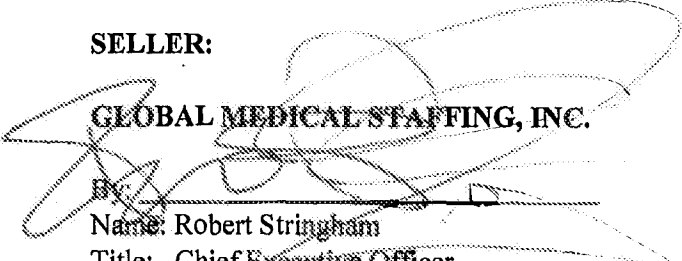
The Buyer hereby accepts this assignment of the Purchased IP.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Intellectual Property Assignment as of the date first above written.


SELLER:

GLOBAL MEDICAL STAFFING, INC.

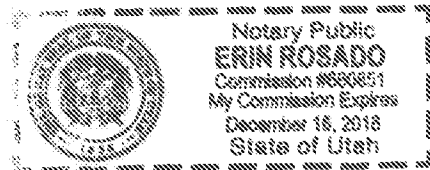
By: 
Name: Robert Stringham
Title: Chief Executive Officer
Address for Notices:

Global Medical Staffing, Inc.
3995 South 700 East, Suite 100
Salt Lake City, Utah 84107
Telephone: (801) 365-0303
Facsimile: (801) 449-3237
E-mail:
ATTN:

The foregoing instrument was acknowledged before me on 8/29/16,
by Robert Stringham.


Notary Public

My commission expires: 12/16/18.



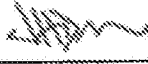
[Signature page to Intellectual Property Assignment]

TRADEMARK
REEL: 005865 FRAME: 0331

AGREED TO AND ACCEPTED:

BUYER:

GMS MEDICAL STAFFING, INC.

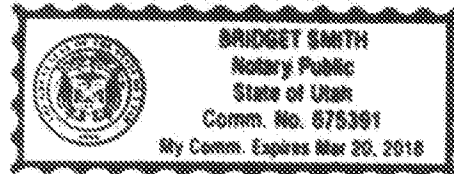
By: 
Name: Sean Dailey
Title: Chief Financial Officer

State of Utah
County of Salt Lake

The foregoing instrument was acknowledged before me on 8/23/2010
by Sean Dailey

Bridget Smith Bridget Smith
Notary Public

My commission expires: 3/20/2018



[Signature page to Intellectual Property Assignment]

SCHEDULE I

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

1. US Trademark – Global Medical Staffing – Registration No. 3571346
2. New Zealand – Global Medical Staffing – Registration No. 782520
3. Australia – Global Medical Staffing – Registration No. 1219013