

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432911

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	02/24/2017

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trinity Healthcare Staffing Group, LLC		02/14/2017	Limited Liability Company:

RECEIVING PARTY DATA

Name:	Travel Nurse Across America, LLC
Street Address:	5020 Northshore Drive
Internal Address:	Suite 2
City:	North Little Rock
State/Country:	ARKANSAS
Postal Code:	72118
Entity Type:	Limited Liability Company: ARKANSAS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	4177318	SIMPLI FI

CORRESPONDENCE DATA

Fax Number: 2403594879
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.

Phone: 912-257-4865
Email: docketing@jmi-iplaw.com
Correspondent Name: Nichole Weber Engle
Address Line 1: 27 City Square
Address Line 2: Suite 1
Address Line 4: Hoschton, GEORGIA 30548

NAME OF SUBMITTER:	Kevin J. Gates
SIGNATURE:	/Kevin J. Gates/
DATE SIGNED:	06/28/2017

Total Attachments: 12

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STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF MERGER
LIMITED LIABILITY COMPANY

TYPE OR PRINT CLEARLY IN BLACK INK

Pursuant to Section 33-44-905 of the 1976 South Carolina Code of Laws, as amended, the undersigned as the surviving limited liability company (or other surviving entity), delivers to the Secretary of State these articles of merger executed by each constituent limited liability company and each other entity which is a party to the merger, and sets forth the following information:

1. The name of the surviving or resulting limited liability company (or other surviving entity) is
Travel Nurse Across America, LLC

The surviving entity is a Arkansas limited liability company
Type of Entity

2. The name and jurisdiction of formation (or organization) of each of the limited liability companies and other entities that are parties to the merger

a. Trinity Healthcare Staffing Group, LLC
Name

South Carolina
Jurisdiction of Formation

b. _____
Name

Jurisdiction of Formation

3. For each South Carolina limited liability company which is to merge, state the date its articles of organization were filed with the South Carolina Secretary of State

a. Trinity Healthcare Staffing Group, LLC
Name of South Carolina Limited Liability Company

March 1, 2000
Date its articles of organization were filed

b. _____
Name of South Carolina Limited Liability Company

Date its articles of organization were filed

4. The plan of merger has been approved and signed by each limited liability company and other entity that is to merge.

5. The effective date of merger is: February 24, 2017

6. If a South Carolina limited liability company is the surviving entity, specify in the following space such changes in its articles of organization as are necessary by reason of the merger

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL FILED IN THE OFFICE

FEB 15 2017

Mark Hammer
SECRETARY OF STATE OF SOUTH CAROLINA

TRADEMARK

REEL: 006092 FRAME: 0885

7. If a party to the merger is a foreign limited liability company, specify the jurisdiction and date of filing of its initial articles or organization and the date when its application for authority was filed by the South Carolina Secretary of State or, if an application has not been filed, a statement to that effect.

a. Travel Nurse Across America, LLC
Name of foreign Limited Liability Company
April 30, 2004 in Arkansas
Date its initial articles were filed
November 8, 2004
Date/of filing of application for authority (or statement)

b. _____
Name of foreign Limited Liability Company

Date its initial articles were filed

Date of filing of application for authority (or statement)

8. Check this box if the surviving entity is not a South Carolina limited liability company. Since the surviving entity is not a South Carolina limited liability, it is agreed that the surviving entity (as specified in Item #1), may be served with process in South Carolina and is subject to liability in any action or proceeding for the enforcement of any liability or obligation of any limited liability company previously subject to suit in South Carolina which is to merge, and for the enforcement, as provided in Chapter 44 of title 33, 1976 South Carolina Code of Laws, as amended, of the right of members of any limited liability company to receive payment for their interest against the surviving entity.

9. A copy of the plan of merger will be furnished by the surviving limited liability company (or other surviving entity), on request and without cost, to any member of any limited liability company or any person holding an interest in any other entity that is to merge.

Date February 14, 2017

[Signature]
Signature

William Hausberg - VP, Asst. Secretary, Asst. Treasurer
Name Capacity

Travel Nurse Across America, LLC
Name of Company or Entity

Date February 14, 2017

[Signature]
Signature

William Hausberg - VP, Asst. Secretary, Asst. Treasurer
Name Capacity

Trinity Healthcare Staffing Group, LLC
Name of Company or Entity

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER ("Agreement"), dated as of February 14, 2017, by and between TRAVEL NURSE ACROSS AMERICA, LLC, an Arkansas limited liability company (the "Parent"), and TRINITY HEALTHCARE STAFFING GROUP, LLC, a South Carolina limited liability company and wholly-owned subsidiary of the Parent (the "Subsidiary").

WHEREAS, the respective members of the Parent and the Subsidiary have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entity and its members; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Subsidiary, in accordance with the Arkansas Small Business Entity Tax Pass Through Act (the "Arkansas Act") and the South Carolina Uniform Limited Liability Company Act of 1996 (the "South Carolina Act"), will merge with and into the Parent, with the Parent as the surviving entity (the "Merger").

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with Section 1206 of the Arkansas Act and Section 904 of the South Carolina Act, the Subsidiary shall be merged with and into the Parent at the Effective Time (as hereinafter defined). Following the Effective Time, the separate existence of the Subsidiary shall cease, and the Parent shall continue as the surviving entity (the "Surviving Entity"). The effects and consequences of the Merger shall be as set forth in this Agreement, the Arkansas Act and the South Carolina Act. Following the Merger, the street address of the Surviving Entity's principal place of business shall be 5020 Northshore Drive, Suite 2, North Little Rock, Arkansas 72118.

2. Effective Time.

(a) Subject to the provisions of this Agreement, on the date hereof, the parties shall duly prepare, execute and file (i) articles of merger (the "AR Articles of Merger") complying with Section 1208 of the Arkansas Act with the Secretary of State of the State of Arkansas and (ii) articles of merger (the "SC Articles of Merger") complying with Section 905 of the South Carolina Act with the Secretary of State of the State of South Carolina, with respect to the Merger. The Merger shall become effective on February 24, 2017 (the "Effective Time").

(b) The Merger shall have the effects set forth in the Arkansas Act and South Carolina Act, including without limitation, Section 1209 of the Arkansas Act and Section 906 of the South Carolina Act. Without limiting the generality of the foregoing, from the Effective Time, (i) all the properties, rights, privileges, immunities, powers and franchises of the Subsidiary shall vest in the Parent, as the Surviving Entity, and (ii) all debts, liabilities, obligations and duties of the Subsidiary shall become the debts, liabilities, obligations and duties of the Parent, as the Surviving Entity.

3. Organizational Documents. The operating agreement of the Parent in effect at the Effective Time shall be the operating agreement of the Surviving Entity until thereafter amended as provided therein or by the Arkansas Act, and the articles of organization of the Parent in effect at the Effective Time, as amended pursuant to the AR Articles of Merger, shall be the articles of organization of the Surviving Entity until thereafter amended as provided therein or by the Arkansas Act.

4. Managers and Officers. The managers and officers of the Parent immediately prior to the Effective Time shall be the managers and officers of the Surviving Entity from and after the Effective Time and shall hold office until the earlier of their respective death, resignation or removal or their respective successors are duly elected or appointed and qualified in the manner provided for in the operating agreement of the Surviving Entity or as otherwise provided by the Arkansas Act.

5. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the Parent or the Subsidiary or the members of the Subsidiary:

(a) each membership interest of the Parent ("Parent Membership Interest"), issued and outstanding immediately prior to the Effective Time, shall be converted into the right to receive one membership interest of the Surviving Entity ("Surviving Entity Membership Interest"); and

(b) each membership interest of Subsidiary issued and outstanding immediately prior to the Effective Time will automatically be cancelled and retired and will cease to exist, and no consideration will be delivered in exchange therefor, such that the sole member of Parent immediately prior to the Merger shall be the sole member of the Surviving Entity and holder of all of the Surviving Entity Membership Interests immediately subsequent to the Merger.

6. Entire Agreement. This Agreement, together with the AR Articles of Merger and SC Articles of Merger, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

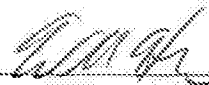
12. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Arkansas.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

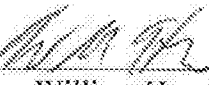
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

**TRAVEL NURSE ACROSS
AMERICA, LLC**

By 
Name: William Hausberg
Title: Vice President, Assistant
Secretary, and Assistant Treasurer

**TRINITY HEALTHCARE
STAFFING GROUP, LLC**

By 
Name: William Hausberg
Title: Vice President, Assistant
Secretary, and Assistant Treasurer

STATE OF ARKANSAS



Mark Martin

ARKANSAS SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Mark Martin, Arkansas Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

Articles of Merger

of

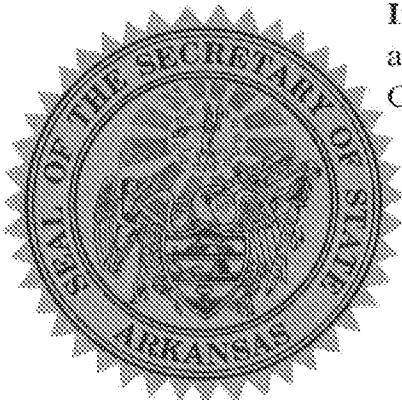
TRINITY HEALTHCARE STAFFING GROUP, LLC

with and into

TRAVEL NURSE ACROSS AMERICA, LLC

filed in this office February 15, 2017.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 15th day of February, 2017.



Mark Martin

Arkansas Secretary of State

TRADEMARK

REEL: 006092 FRAME: 0891



Arkansas Secretary of State

Mark Martin

1401 W. Capitol, Suite 250, Little Rock, AR 72201
501-682-3409 • www.sos.arkansas.gov

ARTICLES OF MERGER Limited Liability Corporation

Note: Unless otherwise provided in the operating agreement, a plan of merger must have the consent of more than one-half of the number of members of an LLC. (A.C.A. § 4-32-1207). The undersigned, pursuant to A.C.A. § 4-32-1206 et seq, sets forth the following:

Name of the Surviving Entity: Travel Nurse Across America, LLC

Type of Entity: Limited Liability Company

Jurisdiction of its Governing Statute: Arkansas

Has each organization approved the merge: Yes Date the merger is effective: February 24, 2017

If entity is foreign, who is the registered agent: _____
Registered Agent

Street Address City State ZIP Code

Provide the entity name, entity type, authorized representative of the merger:

Organization/Business Entity	Authorized Representative	Business Type	Jurisdiction
<u>Trinity Healthcare Staffing Group, LLC</u>	<u>William Hausberg</u>	<u>LLC</u>	<u>SC</u>
Organization/Business Entity	Authorized Representative	Business Type	Jurisdiction
Organization/Business Entity	Authorized Representative	Business Type	Jurisdiction
Organization/Business Entity	Authorized Representative	Business Type	Jurisdiction
Organization/Business Entity	Authorized Representative	Business Type	Jurisdiction
Organization/Business Entity	Authorized Representative	Business Type	Jurisdiction
Organization/Business Entity	Authorized Representative	Business Type	Jurisdiction

Please provide: a copy of the merger, or a statement that contains the address of an office of the surviving organization where the plan of merger is on file and copy of the plan of merger will be furnished by the surviving organization on request without cost to any shareholder, member, partner, or other owner.

Parties hereby state that the merger was approved as required by the organization's governing statute, and include the information required by A.C.A. § 4-32-1208.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to \$100.00 and/or imprisonment up to 30 days.

<u>Travel Nurse Across America, LLC</u>	<u>William Hausberg - VP, Asst. Secretary, Asst. Treasurer</u>	
Name of Entity	Authorizing Officer (Type or Print)	Signature
<u>Trinity Healthcare Staffing Group, LLC</u>	<u>William Hausberg - VP, Asst. Secretary, Asst. Treasurer</u>	
Name of Entity	Authorizing Officer (Type or Print)	Signature

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WHEREAS, the respective members of the Parent and the Subsidiary have each approved and adopted this Agreement and the transactions contemplated by this Agreement, in each case after making a determination that this Agreement and such transactions are advisable and fair to, and in the best interests of, such entity and its members; and

WHEREAS, pursuant to the transactions contemplated by this Agreement and on the terms and subject to the conditions set forth herein, the Subsidiary, in accordance with the Arkansas Small Business Entity Tax Pass Through Act (the "Arkansas Act") and the South Carolina Uniform Limited Liability Company Act of 1996 (the "South Carolina Act"), will merge with and into the Parent, with the Parent as the surviving entity (the "Merger").

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2. Effective Time.

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5. Conversion of Membership Interests. At the Effective Time, by virtue of the Merger and without any action on the part of the Parent or the Subsidiary or the members of the Subsidiary:

(a) each membership interest of the Parent ("Parent Membership Interest"), issued and outstanding immediately prior to the Effective Time, shall be converted into the right to receive one membership interest of the Surviving Entity ("Surviving Entity Membership Interest"); and

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6. Entire Agreement. This Agreement, together with the AR Articles of Merger and SC Articles of Merger, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, representations and warranties and agreements, both written and oral, with respect to such subject matter.

7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

9. Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

10. Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

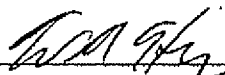
12. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule (whether of the State of Arkansas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Arkansas.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement 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 Agreement.

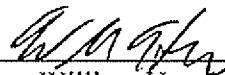
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and Plan of Merger as of the date first above written.

**TRAVEL NURSE ACROSS
AMERICA, LLC**

By 
Name: William Hausberg
Title: Vice President, Assistant
Secretary, and Assistant Treasurer

**TRINITY HEALTHCARE
STAFFING GROUP, LLC**

By 
Name: William Hausberg
Title: Vice President, Assistant
Secretary, and Assistant Treasurer