

03-30-1999

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Attached original documents or copy thereof.

1. Name of conveying party(ies):

Healthcare Staffing Solutions, Inc.

- Individual(s)
- General Partnership
- Corporation-State MA
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 12/31/98

2. Name and address of receiving party(ies):

Wesley Medical Resources, Inc.

Name: \_\_\_\_\_

Internal Address: \_\_\_\_\_

Street Address: 7733 Forsyth Blvd., Suite 1700

City: St. Louis State: MO Zip: 63105

- Individual(s) citizenship: \_\_\_\_\_
- Association
- General Partnership
- Limited Partnership
- Corporation State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No(s):  
1,488,786

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Terri Branson

Name: \_\_\_\_\_

Internal Address: Lewis, Rice & Fingersh, L.C.

Street Address: 500 N. Broadway, Suite 2000

City: St. Louis State: MO Zip: 63102

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

X Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/29/1999 JSHABAZZ 00000127 1488786

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Terri Branson

3/25/99

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 1

**ASSIGNMENT OF TRADEMARK**

WHEREAS, Healthcare Staffing Solutions, Inc., a Massachusetts corporation and the successor by merger of StarMed Staffing, Inc. (the "Assignor"), is the owner of the registered trademark set forth on Schedule 1 attached hereto and made a part hereof (the "Trademark"); and

WHEREAS, pursuant to the terms of that certain Agreement and Plan of Reorganization, dated as of December 30, 1998, by and among Assignor, RehabCare Group, Inc., Health Tour Management, Inc., RehabCare Group of California, Inc., Healthcare Staffing Solutions, Inc., StarMed Staffing, Inc., Wesley Medical Resources, Inc., StarMed Staffing Michigan, Inc., StarMed Health Personnel, Inc. and NurseCare Plus, Inc., Assignor has agreed to assign the Trademark to Wesley Medical Resources, Inc., a Delaware corporation.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby sells, assigns and transfers unto said Wesley Medical Resources, Inc., its successors, assigns and legal representatives, the entire right, title and interest of Assignor in and to the Trademark, together with the goodwill of the business of Assignor relating thereto and with the right to recover for damages and profits and all other remedies for past infringement thereof; the Trademark is to be held and enjoyed by said Wesley Medical Resources, Inc., for its own use, and for its legal representatives and successors and assigns, to the full end of the term for which said Trademark is granted or hereafter shall be granted, as fully and entirely as the same would have been held by Assignor had this sale, assignment and transfer not been made.

Signed in the County of St. Louis, State of Missouri, this 31<sup>st</sup> day of <sup>December</sup> 1998.

HEALTHCARE STAFFING SOLUTIONS, INC.

By: John R. Finken Keller  
John R. Finken Keller, Vice President

STATE OF MISSOURI

)

) SS.

COUNTY OF ST. LOUIS

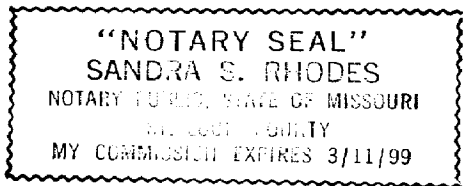
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*December 1998*

On this 21<sup>st</sup> day of \_\_\_\_\_, before me personally appeared John R. Finkenkeller, Vice President of Healthcare Staffing Solutions, Inc., a Massachusetts corporation, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation, and acknowledged that he executed the same as the free act and deed said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, the day and year above written.

(SEAL)



*Sandra S Rhodes*  
\_\_\_\_\_  
Notary Public

My commission expires: *3/11/99*

Schedule I

Trademark

Registration No.

STARMED

1,488,786