

11-21-2001



101900063

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

11.15.01

Resubmission
Document ID#

(Non-Recordation)

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Correction of PTO Error

Reel #

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Frame #

[Empty box]

Corrective Document

Reel #

[Empty box]

Frame #

[Empty box]

Conveyance Type

Assignment

License

Security

Nunc Pro Tunc Assignment

Merger

Change of Name

Other

[Empty box]

Effective Date

Month Day Year

03/16/98

Conveying Party

Mark if additional names of conveying parties attached

Name

Southeast Staffing Partners, Inc.

Execution Date
Month Day Year

03/18/98

Formerly

[Empty box]

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

[Empty box]

Citizenship/State of Incorporation/Organization

Florida

Receiving Party

Mark if additional names of receiving parties attached

Name

Medical Staffing Network, Inc.

DBA/AKA/TA

[Empty box]

Composed of

[Empty box]

Address (line 1)

2124 West Kennedy Boulevard

Address (line 2)

Suite C

Address (line 3)

Tampa

Florida

33606

City

State/Country

Zip Code

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

[Empty box]

Citizenship/State of
Incorporation/Organization

Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

11/20/2001 TDIRZ1 0000005 134365 1894453

FOR OFFICE USE ONLY

01 FURTHER burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party Only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
 Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,894,453"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

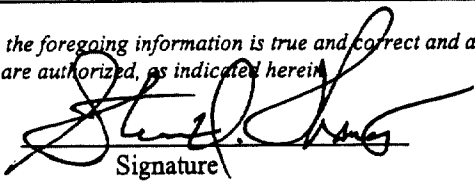
Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account
 Deposit Account
 (Enter for payment by deposit account or if additional fees can be charged to the account.)
 Deposit Account Number: #
 Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Steven D. Thomas  October 26, 2001
 Name of Person Signing Signature Date Signed

State of Delaware
Office of the Secretary of State PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"SOUTHEAST STAFFING PARTNERS, INC.", A FLORIDA CORPORATION,
"TRM STAFFING, INC.", A FLORIDA CORPORATION,

WITH AND INTO "MEDICAL STAFFING NETWORK, INC." UNDER THE NAME OF "MEDICAL STAFFING NETWORK, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTEENTH DAY OF MARCH, A.D. 1998, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel, Secretary of State

2843264 8100M

981099669

AUTHENTICATION: 8976356

DATE: 03-18-98
TRADEMARK

REEL: 002397 FRAME: 0842

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/16/1998
981099669 - 2843264

CERTIFICATE AND ARTICLES OF MERGER

Merging

TBM STAFFING, INC.,
a Florida corporation,

and

SOUTHEAST STAFFING PARTNERS, INC.,
a Florida corporation,

With and Into

MEDICAL STAFFING NETWORK, INC.,
a Delaware Corporation

MEDICAL STAFFING NETWORK, INC., a Delaware corporation ("Medical Staffing"), TBM STAFFING, INC., a Florida corporation ("TBM Staffing") and SOUTHEAST STAFFING PARTNERS, INC., also a Florida corporation ("Southeast Staffing"), pursuant to the provisions of the General Corporation Law of the State of Delaware and the Florida Business Corporation Act, adopt the following Certificate and Articles of Merger and make the following certifications:

1. TBM Staffing was incorporated in the state of Florida on December 3, 1996, and Southeast Staffing was incorporated in the state of Florida on June 9, 1997, both pursuant to the Florida Business Corporation Act, the provisions of which permit the merger of one or more corporations of said state with and into a corporation organized and existing under the laws of another state.

2. Medical Staffing was incorporated in the state of Delaware on January 7, 1998, pursuant to the General Corporation Law of the State of Delaware, the provisions of which permit the merger of one or more corporations of another state with and into a corporation organized and existing under the laws of said state.

3. The sole shareholder and all members of the Board of Directors of Medical Staffing have consented, in writing, pursuant to the provisions of the General Corporation Law of the State of Delaware (including, without limitation, subsection (s) of Section 252 therein) and the Florida Business Corporation Act, to the adoption of a Plan and Agreement of Merger, a copy of which is attached hereto as Exhibit A, and the terms of which are incorporated by reference herein (the "Plan and Agreement of Merger"), and the filing of this Certificate and Articles of Merger with the Secretaries of State for the states of Delaware and Florida.

TRADEMARK

REEL: 002397 FRAME: 0843

4. All of the shareholders and the sole member of the Board of Directors of TBM Staffing, and all of the shareholders, all of the warrant holders and the sole member of the Board of Directors of Southeast Staffing, have consented, in writing, pursuant to the provisions of the Florida Business Corporation Act, to the adoption of the Plan and Agreement of Merger and the filing of this Certificate and Articles of Merger with the Secretaries of State for the states of Delaware and Florida.

5. Since all of the shareholders of TBM Staffing and Southeast Staffing have approved the Merger, there can be no dissenting shareholders of TBM Staffing and/or Southeast Staffing who could dissent to the Merger.

6. Anything herein or elsewhere to the contrary notwithstanding, this Merger may be amended or terminated and abandoned by the Board of Directors of Medical Staffing at any time prior to the date of filing of these Articles with the Secretary of State.

7. The executed Plan and Agreement of Merger between the constituent corporations is on file at the principal place of business of Medical Staffing (as the surviving corporation), the address of which is 2124 West Kennedy Boulevard, Suite C, Tampa, Florida 33606.

8. The Certificate of Incorporation of Medical Staffing in effect immediately prior to the Effective Date shall be and remain the Certificate of Incorporation of the surviving corporation, until such Certificate of Incorporation shall be amended as provided by law.

9. The Certificate of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 252 of the General Corporation Law of the State of Delaware.

10. A copy of the Plan and Agreement of Merger has been, or will be, provided to each shareholder of the constituent corporations.

11. Medical Staffing is authorized to issue six million (6,000,000) shares of common stock, at \$0.01 par value (the "Medical Staffing Stock"), one (1) share of which is currently issued and outstanding. On or as of the effective date of this Merger, each share of Medical Staffing Stock issued and outstanding immediately prior thereto shall, by virtue of this Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding as one share of common stock, \$0.01 par value, of the Surviving Corporation.

12. TBM Staffing is authorized to issue five million (5,000,000) shares of common stock, at \$0.01 par value, three hundred thirty-six thousand two hundred fifty (336,250) shares of which are currently issued and outstanding.

13. Southeast Staffing is authorized to issue five million (5,000,000) shares of common stock, at \$0.01 par value, two million forty-two thousand two hundred fifty (2,042,250) shares of which are currently issued and outstanding.

IN WITNESS WHEREOF, Medical Staffing, TDM Staffing and Southeast Staffing have caused this document to be signed by their respective officers, this 13th day of March, 1998

MEDICAL STAFFING NETWORK, INC., a Delaware corporation

By: [Signature]
Kevin S. Little, Co-President

TDM STAFFING, INC., a Florida corporation

By: [Signature]
Kevin S. Little, Co-President

SOUTHEAST STAFFING PARTNERS, INC., a Florida corporation

By: [Signature]
Kevin S. Little, Co-President

F:\USK\GHEUBK\AND\MEDS1\AFF\ART MGR

Exhibit A

**PLAN AND AGREEMENT
OF MERGER**
 between
MEDICAL STAFFING NETWORK, INC.,
 a Delaware corporation,
 and
TBM STAFFING, INC.,
 a Florida corporation,
 and
SOUTHEAST STAFFING PARTNERS, INC.,
 a Florida corporation

THIS PLAN AND AGREEMENT OF MERGER is made and entered into as of the 1st day of March, 1998, by and between **MEDICAL STAFFING NETWORK, INC.**, a Delaware corporation ("Medical Staffing"), **TBM STAFFING INC.**, a Florida corporation ("TBM Staffing"), and **SOUTHEAST STAFFING PARTNERS, INC.**, also a Florida corporation ("Southeast Staffing"), providing that TBM Staffing and Southeast Staffing shall merge with and into Medical Staffing, pursuant to the terms and conditions contained herein and in accordance with the General Corporation Law of the State of Delaware and the Florida Business Corporation Act (the "Merger").

WHEREAS, Medical Staffing is a corporation organized under the laws of the state of Delaware, having its principal place of business at 2124 West Kennedy Boulevard, Suite C, Tampa, Florida 33606; and

WHEREAS, TBM Staffing and Southeast Staffing are both corporations organized under the laws of the state of Florida, both having their principal places of business at 2124 West Kennedy Boulevard, Suite C, Tampa, Florida 33606; and

WHEREAS, Medical Staffing is authorized to issue 6,000,000 shares of common stock, at \$0.01 par value (the "Medical Staffing Stock"), one (1) share of which is currently issued and outstanding; and

WHEREAS, TBM Staffing is authorized to issue 5,000,000 shares of common stock, at \$0.01 par value (the "TBM Staffing Stock"), 336,250 shares of which are currently issued and outstanding; and

WHEREAS, TBM Staffing has issued and has outstanding 175,000 warrants, each of which entitles the holder to purchase one (1) share of TBM Staffing Stock, for a purchase price of \$2.00 per share, which warrants shall be exercisable at any time on or before August 17, 2007 (the "TBM Staffing Warrants"); and

WHEREAS, Southeast Staffing is authorized to issue 5,000,000 shares of common stock, at \$0.01 par value (the "Southeast Staffing Stock"), 2,042,250 shares of which are currently issued and outstanding; and

WHEREAS, Southeast Staffing has issued and outstanding 400,000 warrants, each of which entitles the holder to purchase one (1) share of Southeast Staffing Stock, for a purchase price of \$2.00 per share, which warrants shall be exercisable at any time on or before August 17, 2007 (the "Southeast Staffing Warrants"); and

WHEREAS, the General Corporation Law of the State of Delaware and the Florida Business Corporation Act permit the merger of a business corporation of the State of Florida with and into a business corporation of the State of Delaware; and

WHEREAS, it is desirable for the benefit of all parties and their shareholders that the properties, businesses, assets, and liabilities of all parties be combined into one Surviving Corporation, which shall be MEDICAL STAFFING NETWORK, INC., a Delaware corporation, which shall continue to exist under its present name pursuant to the General Corporation Law of the State of Delaware; and

WHEREAS, the Merger is a transaction intended to qualify as a tax-free reorganization within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto, in accordance with the applicable provisions of the laws of the State of Delaware and the laws of the State of Florida, agree to, and do hereby, adopt the following Articles of Merger.

ARTICLE I

1.1 Names of Constituent Corporations.

Name of Disappearing Corporations	TBM STAFFING, INC., a Florida corporation
	SOUTHEAST STAFFING PARTNERS, INC., a Florida corporation
Name of Surviving Corporation	MEDICAL STAFFING NETWORK, INC., a Delaware corporation

1.2 The Merger: Effect of Merger. As of the Effective Date (as defined in Section 1.3 below), TBM Staffing and Southeast Staffing shall be merged with and into Medical Staffing, the separate existence of TBM Staffing and Southeast Staffing shall cease, and Medical Staffing, as the surviving corporation (the "Surviving Corporation"), shall continue its corporate existence under the laws of the State of Delaware.

1.3 Effective Date The Effective Date of the Merger shall be as of March 16, 1998.

1.4 Rights and Obligations of the Surviving Corporation. As of the Effective Date, in accordance with the applicable laws of the General Corporation Law of the State of Delaware and the Florida Business Corporation Act, the Surviving Corporation shall possess, insofar as permitted by such laws, all rights, privileges and powers of TBM Staffing and Southeast Staffing; and all property and assets of TBM Staffing and Southeast Staffing shall vest in the Surviving Corporation without any further act or deed; and the Surviving Corporation shall assume and be liable for all liabilities and obligations of TBM Staffing and Southeast Staffing.

ARTICLE II

2.1 Medical Staffing Stock. On or as of the Effective Date, each share of Medical Staffing Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action on the part of the holder thereof, continue unchanged and remain outstanding as one share of common stock, \$0.01 par value, of the Surviving Corporation.

2.2 TBM Staffing Stock and Southeast Staffing Stock. On or as of the Effective Date, each share of TBM Staffing Stock and each share of Southeast Staffing Stock issued and outstanding immediately prior thereto shall be surrendered and converted into, and become exchangeable for, one (1) validly issued, fully paid and nonassessable share of Medical Staffing Stock. Accordingly, as a consequence of the Merger, Medical Staffing shall issue 336,250 shares of Medical Staffing Stock to the shareholders of TBM Staffing, and 2,042,250 shares of Medical Staffing Stock to the shareholders of Southeast Staffing, in exchange for all of the issued and outstanding shares of TBM Staffing Stock and Southeast Staffing Stock.

2.3 Southeast Staffing Warrants. On or as of the Effective Date, each Southeast Staffing Warrant issued and outstanding immediately prior thereto shall be surrendered and converted into, and become exchangeable for, one (1) validly issued warrant for the purchase of one (1) share of Medical Staffing Stock, for a purchase price of \$2.00 per share, which warrants shall be exercisable at any time on or before August 17, 2007. Accordingly, as a consequence of the Merger, Medical Staffing shall issue 400,000 warrants to purchase shares of its common stock to the warrant holders of Southeast Staffing, in exchange for all of the issued and outstanding Southeast Staffing Warrants.

2.4 TBM Staffing Warrants. On or as of the Effective Date, each TBM Staffing Warrants issued and outstanding immediately prior thereto shall be surrendered and converted into, and become exchangeable for, one (1) validly issued warrant for the purchase of one (1) share of Medical Staffing Stock, for a purchase price of \$2.00 per share, which warrants shall be exercisable at any time on or before August 17, 2007. Accordingly, as a consequence of the Merger, Medical Staffing shall issue 175,000 warrants to purchase shares of its common stock to the warrant holders of TBM Staffing, in exchange for all of the issued and outstanding TBM Staffing Warrants.

2.5 Surrender of TBM Staffing and Southeast Staffing Stock Certificates. No actual surrender of certificates representing shares of TBM Staffing Stock and/or Southeast Staffing Stock is required; instead, from and after the Effective Date all such certificates shall be deemed for all purposes surrendered and canceled.

2.6 Surrender of Southeast Staffing Warrant Certificates. No actual surrender of certificates representing Southeast Staffing Warrants is required; instead, from and after the Effective Date all such certificates shall be deemed for all purposes surrendered and canceled.

2.7 Surrender of TBM Staffing Warrant Certificates. No actual surrender of certificates representing TBM Staffing Warrants is required; instead, from and after the Effective Date all such certificates shall be deemed for all purposes surrendered and canceled

2.8 Closing of TBM Staffing and Southeast Staffing Transfer Books. From and after the Effective Date, the stock transfer books of TBM Staffing and Southeast Staffing shall be closed, and no transfer of shares of TBM Staffing Stock or Southeast Staffing Stock shall thereafter be made.

ARTICLE III

3.1 Medical Staffing Certificate of Incorporation. The Certificate of Incorporation of Medical Staffing in effect immediately prior to the Effective Date shall be and remain the Certificate of Incorporation of the Surviving Corporation, until such Certificate shall be amended as provided by law.

3.2 Medical Staffing Bylaws. The Bylaws of Medical Staffing in effect immediately prior to the Effective Time shall be and remain the Bylaws of the Surviving Corporation, until the same shall be altered, amended or repealed.

3.3 Medical Staffing Board of Directors. The membership of the Board of Directors of Medical Staffing in effect immediately prior to the Effective Time shall be and remain the membership of the Board of Directors of the Surviving Corporation, until such time as their successors are duly elected and seated and/or the number of members is altered in accordance with the terms of the Bylaws of the Surviving Corporation.

ARTICLE IV

4.1 Amendment. The parties hereto, by mutual consent of their respective Boards of Directors, may amend this Plan and Agreement of Merger prior to the filing of the Certificate of Merger with the respective Secretaries of State; provided, however, that an amendment made subsequent to the adoption of this Plan and Agreement of Merger by the shareholders and directors of Medical Staffing, TBM Staffing and Southeast Staffing shall be subject to the limitations specified in the General Corporation Law of the State of Delaware and the Florida Business Corporation Act.

4.2 Termination. This Plan and Agreement of Merger may be terminated and the Merger and other transactions herein provided for may be abandoned at any time prior to the filing of the Certificate of Merger with the respective Secretaries of State, whether before or after adoption of this Plan and Agreement of Merger by the shareholders and Board of Directors of Medical Staffing, TBM Staffing or Southeast Staffing, if the Board of Directors of any party hereto determines that

the consummation of the transactions provided for herein would not, for any reason, be in its best interest.

4.3 Condition to Merger. The respective obligations of each party to effect the Merger shall be subject to the Boards of Directors of Medical Staffing, TBM Staffing and Southeast Staffing submitting the terms of this Plan and Agreement of Merger to their shareholders for requisite approval, and obtaining such approval at or prior to the Effective Date.

4.4 Filing of Certificate of Merger. After obtaining such approval by such shareholders, all required documents shall be executed, filed and recorded and all required action shall be taken in order to consummate the Merger.

IN WITNESS WHEREOF, Medical Staffing, TBM Staffing and Southeast Staffing have caused this Plan and Agreement of Merger to be executed in their corporate names by their respective officers this 13th day of March, 1998.

MEDICAL STAFFING NETWORK, INC., a Delaware corporation

By: [Signature]
Kevin S. Little, Co-President

TBM STAFFING INC., a Florida corporation

By: [Signature]
Kevin S. Little, Co-President

SOUTHEAST STAFFING PARTNERS, INC., a Florida corporation

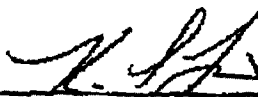
By: [Signature]
Kevin S. Little, Co-President

PAUSRU0NEUKAMMAMEDSTAFFPLAN1.MGR

CERTIFICATE OF SECRETARY
OF
MEDICAL STAFFING NETWORK, INC.

The undersigned, being the Secretary of MEDICAL STAFFING NETWORK, INC., a Delaware corporation (the "Corporation") does hereby certify that written consent has been given to the adoption of the foregoing Plan and Agreement of Merger by the holders of all of the outstanding stock of the Corporation, in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

Dated: March 18, 1998



Kevin S. Little, Secretary

COPY D

Moore & Van Allen

October 26, 2001

Via Certified Mail
7000 0600 0021 6396 8909

Commissioner of Patents and Trademarks
BOX ASSIGNMENTS
Washington, D.C. 20231

Steven D. Thomas
Attorney at Law

T 919 286 8122
F 919 416 8322
steventhomas@mvalaw.com

Moore & Van Allen PLLC

Suite 800
2200 West Main Street
Durham, NC 27705-4658



11-15-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #61

Re: Recordation of Merger.

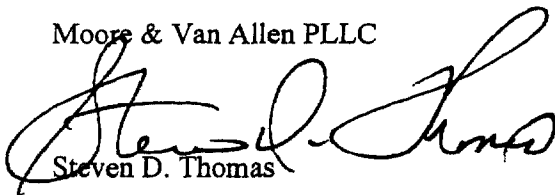
Dear Sir/Madam:

Please find enclosed the following documents for recording with the Patent and Trademark Office.

1. Recordation Form Cover Sheet - Trademarks;
2. Certificate of Merger, which merges Southeast Staffing Partners, Inc. with and into Medical Staffing Network, Inc.;
3. Check No. 33100 in the amount of Forty Dollars (\$40.00); and
4. Post Card acknowledgement of filed Merger documents.

Sincerely yours,

Moore & Van Allen PLLC


Steven D. Thomas

CERTIFICATE OF MAILING

I hereby certify that this paper is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Commissioner of Patents and Trademarks, BOX ASSIGNMENTS, Washington, DC 20231.

Kim Oakley
(Typed or printed name of person signing the certificate)

K. Oakley
(Signature of the person signing the certificate)

10-26-01
(Date of Signature)

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into this 8 day of July, 1997, by and between All Better Medical Systems, Inc., a Florida corporation, and All Better Health and Nursing Services, Inc., a Florida corporation, both of which have principal business address at 1055 NE 125 Street, North Miami, Florida 33161 ("Sellers"), Thomas J. Paterno and Debra Marana (the "Shareholders") and Southeast Staffing Partners, Inc., a Florida corporation with a principal business address at 3325 Bayshore Blvd, #D-38, Tampa, Florida 33629 ("Buyer"). For value received, and in consideration of the mutual promises contained in this Agreement, the parties agree to the following recitals, terms and conditions.

1. Recitals.

(a) Sellers own and operate healthcare staffing businesses under the trade names of "All Better" and "All Better Nursing" in Dade, Broward and Palm Beach Counties in the State of Florida (the "Business").

(b) The Shareholders are the Sellers' sole officers, directors and shareholders.

(c) Sellers desire to sell, and Buyer desires to purchase, substantially all of the assets used in or relating to the operation of the Business, as a going concern, in accordance with the terms and conditions set forth in this Agreement.

2. Transfer of Assets. Except as expressly excluded below, Sellers agree to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and accept from Sellers, at the Closing, as described below, all of Sellers' assets and properties, real and personal, tangible and intangible, of every kind and description, wherever located, which are used by Sellers in connection with the operation of the Business, as a going concern, including, without limitation, the following assets ("Assets"):

(a) Tangible Personal Property. All machinery, equipment, tools, furniture, fixtures, office equipment, supplies, inventory, and other items of tangible personal property of every kind owned by Sellers and used in connection with the Business (wherever located and whether or not carried on Sellers' books), including, without limitation, those listed on Schedule 2(a) (the "Tangible Personal Property"), and any additions, improvements, replacements and alterations thereto made between the date of this Agreement and the Closing Date, together with any express or implied warranty by the manufacturers or Sellers of any item or component part thereof, and all maintenance records and other documents relating thereto if existing; together with all of Sellers' other tangible assets of every kind and description, real, personal or mixed, wherever located, which are carried on the books of the Business or which are owned

by Sellers and used in connection with the Business.

(b) Leased Real Property. All of Sellers' interests in real property leased by Sellers from another and used in connection with the Business (the "Leased Real Property"), which interests, together with the leases relating thereto (the "Real Property Leases"), are more particularly described on Schedule 2(b).

(c) Contracts. All of Sellers' interests in the contracts and commitments described on Schedule 2(c) (the "Contracts").

(d) Intellectual Property. All of the intellectual property rights that are owned or used by Sellers in connection with the Business, including the following: (A) the names, "All Better," and "All Better Nursing" and all trademarks, service marks, licenses, trade names, logos and other designations (the "Marks") and all registrations relating thereto, (B) all computer data bases, software and licenses thereto, and all copyrighted works (the "Copyrights") and registrations therefor, (C) all inventions that are the subject of letters patent or applications therefor (the "Patents") and (D) all confidential or proprietary processes, technical data and other similar information that is of commercial value to the Business (the "Trade Secrets") (the Marks and registrations therefor, Copyrights and registrations therefor, Patents and Trade Secrets being referred to collectively herein as the "Intellectual Property"), together with the goodwill related thereto, and any royalty income from the Intellectual Property accruing after the Closing Date. All items of Intellectual Property are described on Schedule 2(d).

(e) Permits. All permits, authorizations, certificates, approvals and licenses relating to the operation of the Business, including without limitation those listed on Schedule 2(e) (the "Permits").

(f) Accounts Receivable. All of Sellers' accounts receivable and trade accounts in connection with the Business, except those accounts which are rejected by Buyer in writing prior to the Closing Date ("Receivables"). Any rejected accounts will remain sole and exclusive property of the Seller to collect as it sees fit. Buyer will allow the Seller to use the All Better name as may be reasonably necessary for the sole purpose of collecting these accounts..

(g) Records. All of Sellers' records, technical data, asset ledgers, books of account, inventory records, budgets, customer and supplier lists, payroll and personnel records, computer programs, advertising material, marketing information, policy or operational manuals, correspondence and other files created or maintained in connection with the Business shall be kept by the Seller for a period of seven years.

[Handwritten initials]

the business, properties and assets and of the financial and legal and other conditions and location of the Business as it may deem necessary or advisable with respect to those matters and the transactions contemplated by this Agreement.

if (j) *(x)*
if

No Brokers. Each party represents and warrants that it has dealt with no broker or finder in connection with this Agreement and, insofar as it knows, no broker or other person is entitled to any commission or finder's fee in connection with the consummation of the transactions contemplated by this Agreement.

if (k) *(x)*
if

Survival of Representations and Warranties and Indemnities. All representations, warranties, covenants, and the indemnification provisions shall survive the Closing until the end of the eighteenth month after the Closing Date.

if (l) *(x)*
if

Time of Essence. Time is of the essence of this Agreement.

if (m) *(x)*
if

Disclosure. No representation or warranty made by either party in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement of facts contained within it not misleading.

(n)

Entire Agreement. This Agreement, and the attached Schedules and Exhibits, constitute the entire and sole agreement of the parties and supercede and replace any previous verbal or written agreements that the parties may have made. Any modification or amendment of this Agreement must be in writing and signed all parties to this Agreement.


The parties have executed this Agreement on the date first written above.

ALL BETTER MEDICAL SYSTEMS
INC.

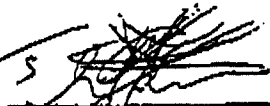
ALL BETTER HEALTH AND NURSING
SERVICES, INC.

By:  (SEAL)
Thomas J. Patena, its President

By:  (SEAL)
Thomas J. Patena, its President

if 

SOUTHEAST STAFFING PARTNERS
INC.



Thomas J. Paterno

(SEAL)

By: 

Kevin Little, its President



Debra Marana

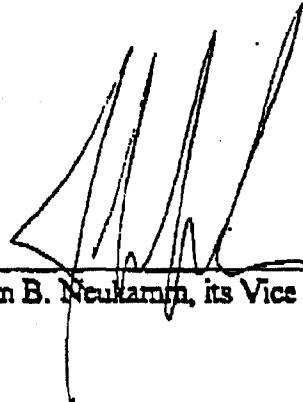
(SEAL)

JBNLittleSE.APA

DEPOSIT RECEIPT ACKNOWLEDGMENT

Ketchey Horan, P.A. hereby acknowledges receipt of the deposit referenced in Section 16(h) of the foregoing Agreement and agrees to hold such deposit in accordance with the provisions set forth in the foregoing Agreement.

Ketchey Horan, P.A.

By: 

John B. Neukam, its Vice President