

06-18-2002



102126212

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
NURSES PLUS, INC. *6.17.02*

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

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

2. Name and address of receiving party(ies)

Name: Medical Staffing Network, Inc.  
Internal \_\_\_\_\_  
Address: \_\_\_\_\_  
Street Address: 901 Yamato Road, Suite 110  
City: Boca Raton State: FL Zip: 33431

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

3. Nature of conveyance:

Assignment       Merger  
 Security Agreement       Change of Name  
 Other: **A corrected assignment to correct Assignee's state of incorporation at Reel/Frame 1791/0213**

Execution Date: \_\_\_\_\_

4. Application number(s) or registration number(s)

A. Trademark Application No.(s) \_\_\_\_\_ B. Trademark Registration No.(s): 1,801,025

Additional number(s) attached  Yes  No

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

Name: Curtis A. Wolfe, Esq.  
Internal Address: \_\_\_\_\_  
\_\_\_\_\_

Street Address: Steel Hector & Davis LLP  
200 South Biscayne Boulevard, Suite 4000

City: Miami State: FL Zip: 33131

6. Total number of applications and registrations involved: ..... 1

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

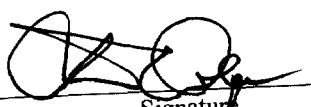
Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

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.*

Curtis A. Wolfe, Esq.  June 4, 2002  
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document:  14  
Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D. C. 20231

06/17/2002 6TOM11 00000275 1801025  
01 FC:481 MIA2001:19976-1 40.00 00

09-25-1998



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MRD  
9-23-98

### 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
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment 22  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

8/24/1998 TDM11 0000002 100105

FC:401

46.00 SP

Public 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 Practices. 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

TRADEMARK

REEL: 002527 FRAME: 0111

**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="1,801,025"/>	<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.

Holly Haworth  
Name of Person Signing

Holly Haworth  
Signature

9/22/98  
Date Signed

**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT is made and entered into as of the 31st day of August, 1998, by and between Nurses Plus, Inc., and Nurses Plus Management Services, Inc., Texas corporations with principal business addresses at 3006 Bee Caves Road, Suite D200, Austin, Texas 78746 ("Seller"), Amy Disney of 2008 Cerca Viejo Way, Austin, Texas 78746 ("Disney"), Gregory P. Jacobs of 2330 Cypress Point East, Austin, Texas 78746 ("G. Jacobs"), and Ada I. Jacobs of 2330 Cypress Point East, Austin, Texas 78746 ("A. Jacobs") (collectively, Disney, G. Jacobs and A. Jacobs shall be referred to herein as "Shareholders") and Medical Staffing Network, Inc., a Delaware corporation with a principal business address at 3111 North University Drive, Suite 406, Coral Springs, Florida 33065 ("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) Seller owns and operates a healthcare staffing business (including supplemental staffing and home health care staffing) under the trade name of "Nurses Plus" in Austin, El Paso, Houston, Temple and Waco, Texas, and Birmingham, Alabama (the "Business").

(b) Shareholders are the sole shareholders of Seller.

(c) Seller desires 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, Seller agrees to sell, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and accept from Seller, at the Closing, as described below, all of Seller's assets and properties, real and personal, tangible and intangible, of every kind and description, wherever located, which are used by Seller 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 Seller 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

Initialed  
(Buyer):



Initialed  
(Shareholders):

\_\_\_\_\_

Initialed  
(Seller):


\_\_\_\_\_

Date, together with, to the extent assignable, any express or implied warranty by the manufacturers of any item or component part thereof, and all maintenance records and other documents relating thereto; together with all of Seller's 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 Seller and used in connection with the Business.

(b) Leased Real Property. All of Seller's interests in real property leased by Seller and used in connection with the Business excluding Seller's lease with respect to its leased property on Bee Caves Road in Austin, Texas (which shall be subleased to Buyer, as provided below) and excluding Seller's lease of its former business location in Huntsville, Alabama (the "Leased Real Property"), which interests, together with the leases relating thereto (the "Real Property Leases"), are more particularly described on **Schedule 2(b)**. Prior to the Closing Date, Sellers shall cause any such Real Property Leases which terminate before August 31, 1999, to be extended, on identical terms, through August 31, 1999.

(c) Contracts. All of Seller's interests in Seller's ordinary course contracts with its clients (to the extent such interests are assignable), Seller's rights under this covenants not to compete and/or confidentiality agreements with Seller's employees (to the extent such rights are assignable), and Seller's contracts and commitments (to the extent assignable) described on **Schedule 2(c)** (the "Contracts").

(d) Intellectual Property. All of the intellectual property rights that are owned or used by Seller in connection with the Business, including the following: (A) the name, "Nurses Plus" and all trademarks, service marks, licenses, trade names, logos and other designations (the "Marks") and all registrations relating thereto, (B) to the extent assignable, 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. Notwithstanding the foregoing, Buyer hereby grants Seller's affiliates, Nurses Plus Home Health, Inc., a Texas corporation, and Nurses Plus Medicare, Inc., a Texas corporation, a non-exclusive and non-assignable license to use the name "Nurses Plus" solely in connection with their existing businesses at their existing business locations through and including December 31, 1998, at which time the license granted by this Agreement shall immediately terminate. By joining to the execution of this

Initialed  
(Buyer):  


Initialed  
(Shareholders):  
\_\_\_\_\_

Initialed  
(Seller):  
\_\_\_\_\_

Agreement, the foregoing entities hereby acknowledge the term of such license and agree to dissolve or change their corporate names prior to December 31, 1998, and to refrain from using the words "Nurses Plus" in connection with their business activities after December 31, 1998. 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 (to the extent assignable), including without limitation those listed on **Schedule 2(e)** (the "Permits").

(f) Accounts Receivable. All of Seller's accounts receivable and trade accounts in connection with the Business, including those that have been factored to Compass Bank ("Receivables").

(g) Records. All of Seller's patient records, to the extent authorized by persons who become Buyer's patients, 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, excluding privileged correspondence and other files.


(h) Deposits and Prepaid Expenses. All of Seller's deposits, rights to refunds and prepaid expenses in connection with the Business.

(i) Claims. All of Seller's rights to any choses in action, claims, causes or rights of action arising in connection with the Business, except as they relate to any breach of this Agreement.

(j) Goodwill. Any and all of Seller's goodwill in and going concern value of the Business, together with Sellers' confidentiality agreements with employees, whether oral or written (to the extent assignable), and Seller's rights to its existing telephone numbers.

(k) Other Intangibles. All other intangible assets of any kind or description, wherever located, which are carried on the books of the Business, which are owned by Seller or which are used in connection with the operation of the Business.

(l) Excluded Assets. The following assets shall be excluded from the Assets and shall be retained by Seller.

Initialed  
(Buyer):  


Initialed  
(Shareholders):  
\_\_\_\_\_

Initialed  
(Seller):  
\_\_\_\_\_

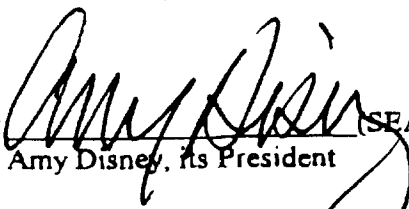
or written agreements that the parties may have made. Any modification or amendment of this Agreement must be in writing and signed all parties to this Agreement.

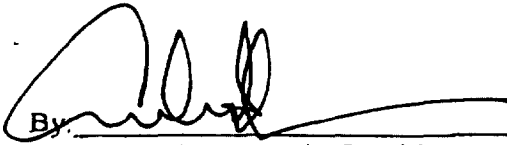
(o) Counterpart and Facsimile Execution. The parties acknowledge that this Agreement and the closing documents, including those attached as Exhibits, may be executed in multiple counterparts and by facsimile; all such counterparts (including those executed by facsimile) shall be deemed to be originals and legally binding and all such counterparts when taken together shall constitute a single Agreement or other document. Subsequent to Closing, the parties will cooperate with one another to execute original documents identical to those executed via facsimile.

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

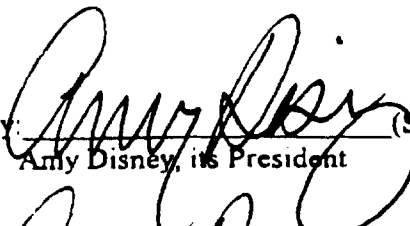
NURSES PLUS, INC.

MEDICAL STAFFING NETWORK, INC.

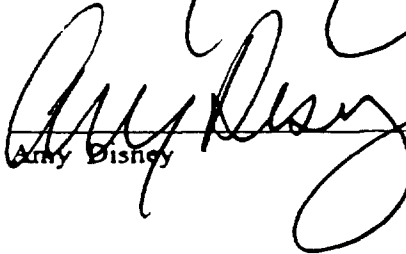
By:  (SEAL)  
Amy Disney, its President

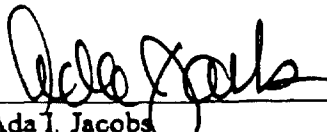
By:  (SEAL)  
Robert Adamson, its President

NURSES PLUS MANAGEMENT SERVICES, INC.

By:  (SEAL)  
Amy Disney, its President

 (SEAL)  
Gregory P. Jacobs

 (SEAL)  
Amy Disney

 (SEAL)  
Ada I. Jacobs

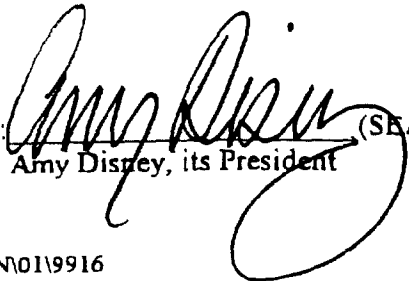
09/01 '98 AD.

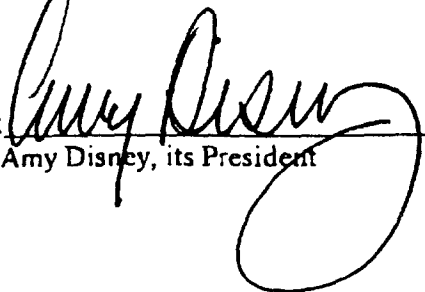
**JOINDER BY AFFILIATES**

Nurses Plus Home Health, Inc., and Nurses Plus Medicare, Inc., hereby join in the execution of this Agreement for the sole purpose of acknowledging their obligations set forth in Section 2(d) of the Agreement.

NURSES PLUS HOME HEALTH, INC.

NURSES PLUS MEDICARE, INC.

By:  (SEAL)  
Amy Disney, its President

By:  (SEAL)  
Amy Disney, its President

JBN01\9916



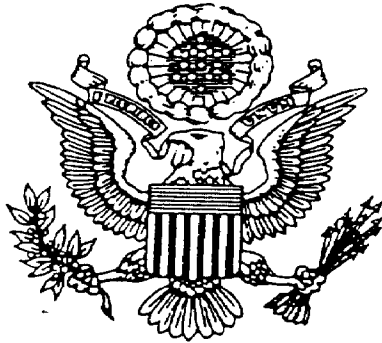
## SCHEDULE 2(d)

## INTELLECTUAL PROPERTY

Nurses Plus, Inc. owns the service mark described on Attachment A hereto. This service mark has been registered with the United States Patent and Trademark Office; however, certain disclaimers were required to be made in connection with such registration and accordingly no representations, warranties or assurances can be given as to the enforceability of such mark in the event of infringement. Nurses Plus, Inc. has licensed to Nurses Plus Home Health, Inc. and Nurses Plus Medicare, Inc. the right to use the words "Nurses Plus" in their respective corporate names. Nurses Plus, Inc. is aware that at least one and possibly other unrelated businesses use the words "Nurses Plus" in their business names. No representations, warranties or assurances can be given as to the relative rights or priorities of these business to use the name "Nurses Plus." All software utilized by Nurses Plus, Inc. and Nurses Plus Management, Inc. is owned by unrelated entities and is utilized pursuant to license agreements. Any change in location in which any software is used or increasing uses may require modification to the particular license agreement. The software license agreements utilized by Nurses Plus are not assignable without the other parties' consent. No representations, warranties or assurances can be provided, that the software will not be adversely effected by year 2000 issues or that it will continue to function properly after December 31, 1999.

A.P.

# The United States of America



Nº 1801025

## CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof,

And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, as amended, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

## PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for TEN years unless sooner terminated as provided by law.

In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this twenty-sixth day of October 1993.

*B. A. D.*  
*Bence Lehman*  
TRADEMARK

REEL: 002527 FRAME: 0119

77050,0000C

Int. Cl.: 35

Prior U.S. Cl.: 101

**United States Patent and Trademark Office**

Reg. No. 1,801,025

Registered Oct. 26, 1993

**SERVICE MARK  
PRINCIPAL REGISTER**

**NURSES PLUS**

NURSES PLUS, INC. (TEXAS CORPORATION)  
5020 BURNET ROAD  
AUSTIN, TX 78746

FIRST USE 11-10-1988; IN COMMERCE  
12-9-1991.

NO CLAIM IS MADE TO THE EXCLUSIVE  
RIGHT TO USE "NURSES", APART FROM THE  
MARK AS SHOWN.

FOR: TEMPORARY EMPLOYMENT AGEN-  
CIES; NAMELY, PROVIDING TEMPORARY  
PERSONNEL IN THE FIELDS OF NURSING  
AND HEALTHCARE, IN CLASS 35 (U.S. CL.  
101).

SER. NO. 74-294,050, FILED 7-14-1992.

WILLIAM P. SHANAHAN, EXAMINING AT-  
TORNEY

4-26-99  
7-26-99  
9-26-99  
10-26-99  
dn  
MPL

4-26-03  
7-26-03  
9-26-03  
10-26-03  
dm  
MPL

A.P.

**ASSIGNMENT OF TRADE NAMES AND  
INTELLECTUAL PROPERTY RIGHTS**

THIS ASSIGNMENT is made and entered into as of the 31st day of August, 1998, by Nurses Plus, Inc., and Nurses Plus Management Services, Inc., Texas corporations ("Assignor"), in favor of Medical Staffing Network, Inc., a Delaware corporation ("Assignee") pursuant to an Asset Purchase Agreement dated August 31, 1998 (the "Asset Purchase Agreement"). For value received, and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following recitals, terms and conditions:

1. **Recitals.**

(a) Assignor currently operates a healthcare staffing business (the "Business") under the trade name "Nurses Plus" (the "Trade Name") in the State of Texas and the State of Alabama. In connection with the operation of the Business, Assignor may also own certain other intellectual property rights.

(b) Pursuant to the Asset Purchase Agreement, Assignor desires to assign to Assignee its right to use the Trade Name and certain other intellectual property rights in order to allow Assignee to conduct its healthcare staffing business.

2. **Assignment.** Subject to the exceptions set forth in the Asset Purchase Agreement, Assignor hereby assigns and transfers to Assignee, and Assignee's representatives, successors and assigns, and Assignee hereby agrees to accept the assignment of, all of the intellectual property rights that are owned and used by Assignor in connection with the Business, including, without limitation, the following: (A) the Trade Name and all trademarks, service marks, licenses, trade names, logos and other designations and all registrations relating thereto, (B) to the extent assignable with fee being due to the Licensor, all computer data bases, software and licenses thereto, and all copyrighted works and registrations therefor, (C) all inventions that are the subject of letters patent or applications therefor, and (D) all confidential or proprietary processes, technical data and other similar information that is of commercial value to the Business; together with the goodwill related thereto, and any royalty income therefrom accruing after the date of this Assignment. The items to be assigned hereunder are described on **Schedule 1** attached hereto.

3. **Assignor's Representations and Warranties.** Assignor does, for Assignor and Assignor's successors and assigns, covenant to and with Assignee, its successors and assigns, that all warranties and representations of Assignor related to the foregoing assignment, as set forth in the Asset Purchase Agreement, are true and correct. Assignor's sole liabilities to Assignee and Assignee's remedies with respect to the transfers made pursuant to this Assignment shall be as set forth in the Asset Purchase Agreement.

EXHIBIT E

TRADEMARK  
REEL: 002527 FRAME: 0121

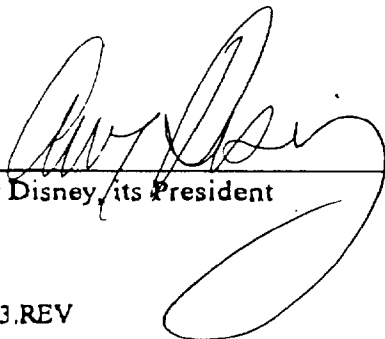
TO HAVE AND TO HOLD the same unto Buyer, its successors and assigns forever.

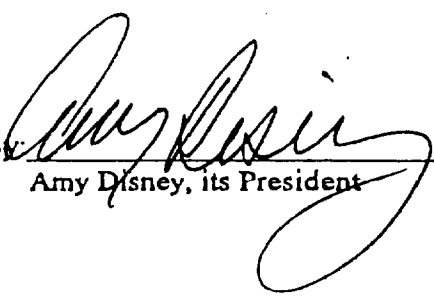
Seller does, for Seller and Seller's successors and assigns, covenant to and with Buyer, its successors and assigns, that all warranties and representations of Seller related to the sale of the Property, as set forth in the Asset Purchase Agreement, are true and correct. Seller's sole liabilities to Buyer and Buyer's remedies with respect to the transfers made pursuant to this Bill of Sale shall be as set forth in the Asset Purchase Agreement. This Bill of Sale is subject to all exceptions set forth in the Asset Purchase Agreement.

Seller has executed this Bill of Sale as of the 31st day of August, 1998.

NURSES PLUS MANAGEMENT SERVICES, INC.

NURSES PLUS, INC.

By:  (SEAL)  
Amy Disney, its President

By:  (SEAL)  
Amy Disney, its President

Julie9923.REV