

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
IH Acquisition Corp.		05/19/2006	CORPORATION:
Interim Healthcare Holdings, Inc.		05/19/2006	CORPORATION:
Interim Healthcare Inc.		05/19/2006	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	CIT Healthcare LLC
<b>Street Address:</b>	505 Fifth Ave.
<b>City:</b>	New York City
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	CORPORATION:

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1929651	INTERPATH
Registration Number:	2280412	INTERPATTERNS
Registration Number:	2651733	HOMESTYLE
Registration Number:	2822096	HOMESTYLE
Registration Number:	2853832	INTERLINK
Registration Number:	2857628	INTERLINK
Registration Number:	2843560	SITESOLUTIONS
Registration Number:	1763176	INTERIM
Serial Number:	75235171	INTERIM
Registration Number:	1957444	INTERIM ASSISTED CARE
Registration Number:	1910368	INTERIM HEALTH CARE
Registration Number:	1929286	INTERIM IN - TOUCH

OP \$440.00 1929651

Registration Number:	2083076	INTERIM OCCUPATIONAL HEALTH
Registration Number:	1789596	INTERIM PHYSICIANS
Registration Number:	1894289	INTERIM THERAPY
Registration Number:	2078703	INTERIM THERAPY
Registration Number:	1895292	INTERIM TRAVEL NURSE

**CORRESPONDENCE DATA**

Fax Number: (650)838-5136

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 650-838-3740

Email: emily.priest@shearman.com

Correspondent Name: Christy Lai

Address Line 1: Shearman & Sterling

Address Line 2: 1080 Marsh Rd.

Address Line 4: Menlo Park, CALIFORNIA 94025

ATTORNEY DOCKET NUMBER:	34554-00063
NAME OF SUBMITTER:	Christy Lai
Signature:	/s/ Christy Lai
Date:	05/19/2006

**Total Attachments: 9**

source=Executed IP Security Agreement#page1.tif  
source=Executed IP Security Agreement#page2.tif  
source=Executed IP Security Agreement#page3.tif  
source=Executed IP Security Agreement#page4.tif  
source=Executed IP Security Agreement#page5.tif  
source=Executed IP Security Agreement#page6.tif  
source=Executed IP Security Agreement#page7.tif  
source=Executed IP Security Agreement#page8.tif  
source=Executed IP Security Agreement#page9.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated May 19, 2006, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of CIT HEALTHCARE LLC (“*CIT*”), as administrative agent (the “*Administrative Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, IH ACQUISITION CORP., a Delaware corporation (“*Parent*”), INTERIM HEALTHCARE HOLDINGS, INC., a Delaware corporation (“*IHH*”), INTERIM HEALTHCARE INC., a Florida corporation (“*Borrower*”), have entered into a Credit Agreement dated as of May 19, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with CIT HEALTHCARE LLC, as Administrative Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lender Parties under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated May 19, 2006 made by the Grantors to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);
- (iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and

applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

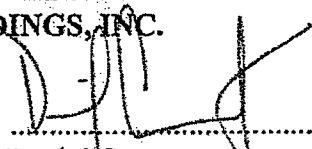
**INTERIM HEALTHCARE INC.**

By:   
Name: Daniel Cammarata  
Title: Chief Financial Officer

Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323


Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE HOLDINGS, INC.**

By:   
Name: Daniel Cammarata  
Title: Chief Financial Officer

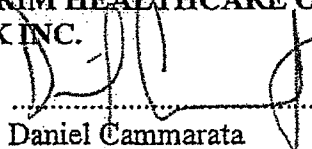
Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HOMESTYLE SERVICES, INC.**

By:   
Name: Daniel Cammarata  
Title: Treasurer


Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE OF NEW YORK INC.**

By:   
Name: Daniel Cammarata  
Title: Treasurer

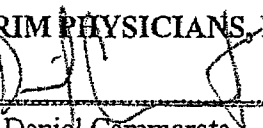
Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE  
NATIONAL SERVICES, INC.**

By:   
Name: Daniel Cammarata  
Title: Chief Financial Officer


Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM PHYSICIANS, INC.**

By:   
Name: Daniel Cammarata  
Title: Chief Financial Officer


Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM THERAPY SERVICES  
INC.**

By:   
Name: Daniel Cammarata  
Title: Treasurer


Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE  
STAFFING, INC.**

By:   
Name: Daniel Cammarata  
Title: Chief Financial Officer


Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE OF  
RIVERSIDE, INC.**

By:   
Name: Daniel Cammarata  
Title: Treasurer

Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE OF  
NEVADA, INC.**

By:   
Name: Daniel Cammarata  
Title: Treasurer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 003312 FRAME: 0829

Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE OF  
ATLANTA, INC.**

By: .....  
Name: Daniel Cammarata  
Title: Treasurer

Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE  
MANAGED SERVICES, INC.**

By: .....  
Name: Daniel Cammarata  
Title: Treasurer

Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE OF  
BALTIMORE, INC.**

By: .....  
Name: Daniel Cammarata  
Title: Treasurer

Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE OF  
SOUTH FLORIDA, INC.**

By: .....  
Name: Daniel Cammarata  
Title: Treasurer:

Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

**INTERIM HEALTHCARE OF  
VENTURA, INC.**

By: .....  
Name: Daniel Cammarata  
Title: Treasurer:

[Signature Page to Intellectual Property Security Agreement]

**TRADEMARK  
REEL: 003312 FRAME: 0830**

Address for Notices:  
1601 Sawgrass Corporation Parkway  
Sunrise, Florida 33323

IH ACQUISITION CORP.

By: *Paul F. Murphy*  
Name: Paul F. Murphy  
Title: President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 003312 FRAME: 0831



Schedule A

Patents

There are no patents.

Schedule B

Trademarks

MARK/TYPE	FILING DATE	SERIAL #	REG. DATE	REG. NO.
INTERPATH®	9/26/94	74-578,590	10/24/95	1,929,651
INTERPATTERNS	8/15/97	75-346,243	9/28/99	2,280,412
HOMESTYLE®	10/19/01	76-327,359	11/19/02	2,651,733
HOMESTYLE and Design®	11/19/01	76-338,989	3/16/04	2,822,096
INTERLINK®	6/23/03	78/263,150	6/15/04	2,853,832
INTERLINK and Design®	7/14/03	76-529,416	6/29/04	2,857,628
SITESOLUTIONS®	2/08/02	76-368412	5/18/04	2,843,560
INTERIM®	4/30/90	74-054,496	4/00/93	1,763,176
INTERIM (LOGO)	2/03/97	75-235,171	---	---
INTERIM ASSISTED CARE®	11/17/94	74-600,030	2/20/96	1,957,444
INTERIM HEALTHCARE®	4/18/94	74-513,562	8/08/95	1,910,368
INTERIM IN-TOUCH®	4/18/94	74-513,563	10/24/05	1,929,286
INTERIM OCCUPATIONAL HEALTH®	11/27/95	75-024,311	7/29/97	2,083,076
INTERIM PHYSICIANS®	5/07/92	74-273,142	8/24/93	1,789,596
INTERIM THERAPY®	4/18/94	74-513,561	5/16/95	1,894,289
INTERIM THERAPY®	1/31/96	75-051,550	7/15/97	2,078,703
INTERIM TRAVEL NURSE®	4/18/94	74-513,436	5/23/95	1,895,292

REST OF PAGE INTENTIONALLY LEFT BLANK

Schedule C  
Copyrights

TITLE OF WORK	PUBLICATION DATE	FILING DATE	REG. NO.
INTERIM HEALTHCARE QUALITY ASSURANCE MANUAL	4/14/95	7/03/95	TX 4-010-341
MEDICAL PERSONNEL POOL DIRECTOR OF NURSING SERVICES MANUAL	12/01/76	4/19/77	A 847,383
PEOPLE CARING FOR PEOPLE (Words and Music)	4/15/88	4/19/88	PA 365,463
INTERLINK® software	1/6/06	PENDING	PENDING
INTERLINK® software manual	1/6/06	PENDING	PENDING
INTERLINK® screenshots	1/6/06	PENDING	PENDING

REST OF PAGE INTENTIONALLY LEFT BLANK