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To the Director of the U. S. P.

Additional documents or the new address(es) below.

1. Name of conveying party(ies):

GEORGE I. MILLER, Chapter 7 Trustee

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Trustee in Bankruptcy #09134119PJW

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) February 19, 2010

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TEMPUS, LLC

Internal

Address: _____

Street Address: 4640 Admiralty Way, Suite 201

City: Marina Del Rey

State: California

Country: USA

Zip: 90292

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other LLC

Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2749833; 2622250; 2433677; 3464672; 77055100; 76034684

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Morgan, Lewis & Bockius LLP-

Internal Address: Kathryn Romano, Paralegal

Street Address: 300 S. Grand Avenue, 22nd Floor

City: Los Angeles

State: California

Zip: 90071-3132

Phone Number: 213.612.7302

Fax Number: 213.612.2501

Email Address: kromano@morganlewis.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 03/09/2010 MILLER 00000003 2749833

Authorized User Name _____
40.00 00
125.00 00

9. Signature:

Signature

March 3, 2010

Date

Kathryn Romano

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks (the "Agreement") is entered into this 19th day of February, 2010 (the "Effective Date"), by and between (i) GEORGE L. MILLER, Chapter 7 Trustee ("Trustee" or "Assignor") of American Nursing Services, Inc. and affiliates (collectively, the "Debtors") under the jointly administered case number 09-13411 (PJW) in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Case") and (ii) TEMPUS, LLC, dba Emerald Health Services, a California limited liability company with a principal place of business at 4640 Admiralty Way, Suite 201, Marina Del Rey, California 90292 (together with any successors, legal representatives of assigns thereof, "Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and/or trade names and all applications therefor (collectively, "Trademarks") identified below and has registered the Trademarks with the United States Patent and Trademark Office;

Trademark	Jurisdiction	Registration or Serial Number
American Nursing Services	United States	2749833
Awake & Ready	United States	2622250
Fluff & Tuck	United States	2433677
American Health Corps	United States	3464672
Nurse First	United States	77055100
Rise & Shine	United States	76034684

WHEREAS, Assignee desires to acquire the entire and exclusive right, title and interest in and to the Trademarks, together with the goodwill and the business associated with the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title and interest in and to the Trademarks.

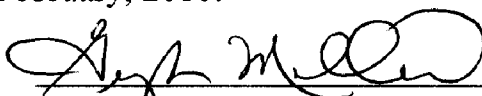
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and together with the business associated with the Trademarks, and the applications or registrations therefor, and the right to sue or bring other actions for past, present and future infringement.

This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition or other proceeding in connection with the Trademarks. Such right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee lawfully may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors and assigns. If Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required to effectuate fully this assignment, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor (it being acknowledged that such appointment is irrevocable and a power coupled with an interest).

This Agreement will be binding on, and will inure to the benefit of, the parties hereto and their respective successors and assigns.

IN TESTIMONY WHEREOF, Assignor, by its duly authorized representative, hereby executes this assignment this 19 day of February, 2010.



GEORGE L. MILLER, Chapter 7 Trustee for the Debtors described above

IN TESTIMONY WHEREOF, Assignee, by its duly authorized representative, hereby executes this assignment this 19 day of February, 2010.

Tempus, LLC, dba Emerald Health Services

By: _____

Name: Mark Stagen

Title: Chief Executive Officer

STATE OF New Jersey)
)
COUNTY OF Gloucester)

On February 19, 2010, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared George L. Miller, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Louann M. Altbaum
Notary Public

**LOUANN M. ALTBAUM
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3 / 14 / 2011**

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On February 19, 2010, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Mark Stagen known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Trish Troesh
Notary Public

