

2-1-00



To the Honorable Commissioner of Patents and

documents or copy thereof.

101280200

1. Name and Address of Conveying Party(ies):

Nursefinders, Inc.  
1701 E. Lamar Blvd., Suite 200  
Arlington, TX 76006

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Texas
- Other:
- Additional Name(s) of Conveying Party(ies) Attached

2. Name and Address of Receiving Party(ies):

Fleet Capital Corporation, as Agent  
2711 N. Haskell Ave., Suite 2100  
Dallas, TX 75204

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Rhode Island
- Other:
- Additional Name(s) of Receiving Party(ies) Attached

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OPR/FINANCE

Assignee is not domiciled in the United States, a Domestic Representative Designation is Attached.

3. Nature of Conveyance:

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

Execution Date: October 29, 1999

4. Application Number(s) or Registration Number(s):

- A. Trademark Application No.(s)
- B. Trademark Registration No.(s)  
1,222,995; 1,669,698; 1,608,455; 2,120,812
- Additional Numbers Attached

5. Name and Address of Party to Whom Correspondence Concerning Documents Should Be Mailed:

Theodore F. Shiells  
Gardere & Wynne, L.L.P.  
1601 Elm Street, Suite 3000  
Dallas, Texas 75201  
  
214-999-4632 - Telephone  
214-999-4667 - Facsimile

6. Total Number of Applications and Registrations Involved:

four (4)

7. Total Fee (37 CFR 3.41): \$115.00

- Enclosed
- Authorized to be Charged to Deposit Account
- Charge Any Deficiencies to Deposit Account

8. Deposit Account Number: 07-0153

9. Statement and Signature:

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

Theodore F. Shiells  
Theodore F. Shiells, Reg. No. 31,569  
Jan 24, 2000  
Date

**Certificate of Mailing**  
I hereby certify that this Recordation Form Cover Sheet, together with the attached Assignment, is being deposited with the U.S. Postal Service by first class mail in an envelope addressed to the Commissioner for Patents and Trademarks, Washington, DC 20231 on:  
1-27-00  
Date  
Terri Bragg  
Terri Bragg

Mail To: Commissioner of Patents and Trademarks,  
Box ASSIGNMENTS, Washington, D.C. 20231

Total # of Pages Including This Cover Sheet: 1

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TRADEMARK  
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03/02/2000 DNGUYEN 0000098 1222995  
40 206 DP  
75 306 DP  
01 FC:481  
AP FC:482

# TRADEMARK SECURITY AGREEMENT

WHEREAS, NURSEFINDERS, INC., a Texas corporation ("Borrower"), FLEET CAPITAL CORPORATION ("Agent") and the lenders ("Lenders") named therein are parties to a Loan and Security Agreement dated as of October 29, 1999 (as same may be amended, restated, supplemented, or otherwise modified from time to time, the "Loan and Security Agreement"), providing for extensions of credit to be made to Borrower by Lenders pursuant to the Loan and Security Agreement.

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Borrower is obligated to secure the prompt payment and performance of the Obligations; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Borrower has granted to Agent for the benefit of Lenders a security interest in substantially all the assets of Borrower, including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Borrower's Trademarks, and all proceeds thereof, to secure, inter alia, the payment of the Obligations. The Trademarks, Trademark registrations, Trademark Licenses and Trademark applications are listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby grant to Agent a continuing security interest in all of its respective right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the

Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted Agent pursuant to the Loan and Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

As used herein, the following terms have the following meanings:

- A. "Trademark License" means any written agreement now or hereafter in existence granting to Borrower any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Borrower).
- B. "Trademarks" means collectively all of the following now owned or hereafter created or acquired by Borrower: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

Terms not otherwise defined herein, shall have the same meanings as in the Loan and Security Agreement.

***REMAINDER OF PAGE LEFT INTENTIONALLY BLANK***

IN WITNESS WHEREOF, Borrower has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of October 29, 1999.

**Borrower:**

NURSEFINDERS, INC.,  
a Texas corporation

By:  \_\_\_\_\_

Name: Neal R. Ostman

Title: Vice President and CFO

Acknowledged:

FLEET CAPITAL CORPORATION, as Agent

By:  \_\_\_\_\_

Name: Dennis M. Hansen

Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF TEXAS

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§

COUNTY OF DALLAS

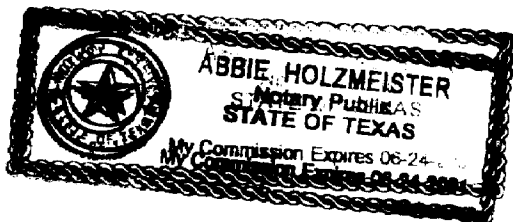
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On the 29<sup>th</sup> day of October, 1999, before me personally appeared Neal R. Ostman, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President and CFO of Nursefinders, Inc., a Texas corporation, who being by me duly sworn, did depose and say that he is Vice President and CFO of Nursefinders, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

*Abbie Holzmeister*  
Notary Public in and for the State  
of Texas

My commission expires: 6/24/2001



SCHEDULE 1  
TO TRADEMARK  
SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>	<u>Registration Date</u>
NURSEFINDERS (Stylized)	USA	1,222,995	January 4, 1983
NURSEFINDERS (Block)	USA	1,669,698	December 24, 1991
THE PROFESSIONAL CHOICE	USA	1,608,455	July 31, 1990
SINGLESOURCE	USA	2,120,812	December 16, 1997

UNITED STATES TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Country</u>	<u>Application Number</u>	<u>Date of Filing</u>
None			

FOREIGN TRADEMARK REGISTRATIONS

None

FOREIGN TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

Pursuant to the Franchise Agreements between Borrower and its Franchisees, a limited license is granted to to use the name "Nursefinders" and certain other proprietary marks. Pursuant to a Settlement Agreement and Release, effective as of March 6, 1989, Borrower has a restricted right to use the names "Nursefinders" and Nursefinders, Inc." in Fayette, Franklin, Bourbon, Madison, Woodford, Clark, Scott and Jessamine Counties, Kentucky.

UNREGISTERED TRADEMARKS

None