

02-06-2002

Department of Commerce  
Trademark Office  
JRK



1-22-02

RECORDATION  
TRADEMARK

101974531

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  License

Security  Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date  
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date   
Month Day Year

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/AKA/TA

Composed of

Address (line 1)   
Address (line 2)   
Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Association

Corporation  Association

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

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 Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

02/06/2002 6T0N11

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Mail documents to be recorded with required cover sheet(s) information to:

Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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TRADEMARK  
REEL: 002437 FRAME: 0640

**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="2,027,330"/>	<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): \$

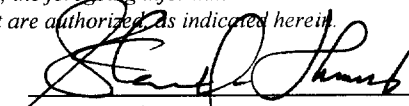
Method of Payment: Enclosed  Deposit Account   
Deposit Account  
(Enter for payment by deposit account or if additional fees can be charged to the account.)

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  
Name of Person Signing

  
Signature

October 26, 2007  
Date Signed

**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT is made and entered into as of the 29th day of September, 1998, by and between Staff Relief Incorporated, a Texas corporation with a principal business address at 409 King Street, Charleston, South Carolina 29403 ("Seller"), J. Patrick Barber of 4843 Marshwood Drive, Hollywood, South Carolina 29449, Casimir F. Danielowski, Jr., of 2023 Middleburg Lane, Mt. Pleasant, South Carolina 29464, and W. Stephen Barber of 2013 Folly Road, Charleston, South Carolina 29412 (collectively, "Shareholders"), and Medical Staffing Network, Inc. ("Buyer"), and MSN Holdings, Inc. ("Holdings"), each a Delaware corporation with a principal business address at 3111 North University Drive, Suite 406, Coral Springs, Florida 33065. 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 supplemental healthcare staffing business under the trade name "Staff Relief" in the United States (the "Business").

(b) Shareholders are Seller's sole officers, directors and shareholders.

(c) Holdings is the sole shareholder of Buyer.

(d) 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 defined hereafter) 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 (the "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)(i) attached hereto and incorporated herein (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 all express and implied warranties by

Initialed (Seller):

Initialed (Shareholders):

Initialed (Buyer):

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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. **Schedule 2(a)(ii)** attached hereto and incorporated herein describes the tangible personal property of Shareholders that will not be conveyed under this Agreement.

(b) Leased Real Property. All of Seller's interests in real property leased by Seller 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)** attached hereto and incorporated herein.

(c) Contracts. All of Seller's interests in Seller's ordinary course contracts with its clients, Seller's rights under 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 described on **Schedule 2(c)** attached hereto and incorporated herein (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 names, "Staff Relief" and "Travel America" and all trademarks, service marks, licenses, trade names, logos and other designations (the "Marks") and all registrations relating thereto, (B) all computer databases, 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 all royalty income from the Intellectual Property accruing after the Closing Date. All items of Intellectual Property are described on **Schedule 2(d)** attached hereto and incorporated herein.

(e) Permits. To the extent transferable, all permits, authorizations, certificates, approvals and licenses relating to the operation of the Business, including without limitation those listed on **Schedule 2(e)** attached hereto and incorporated herein (the "Permits").

(f) Accounts Receivable. All of Seller's accounts receivable and trade accounts in connection with the Business ( the "Receivables").


Initialed (Seller):

Initialed (Shareholders):

Initialed (Buyer):

\_\_\_\_\_


\_\_\_\_\_

  
\_\_\_\_\_

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


STAFF RELIEF INCORPORATED

MEDICAL STAFFING NETWORK, INC.

By:  (SEAL)  
J. Patrick Barber, its President

By: \_\_\_\_\_ (SEAL)  
Robert J. Adamson, its President

MSN HOLDINGS, INC.

  
J. Patrick Barber

By: \_\_\_\_\_ (SEAL)  
Robert J. Adamson, its President

  
Casimir F. Danielowski, Jr.

  
W. Stephen Barber


AAC01\MSN\SR\ASSETPUR.004

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STAFF RELIEF INCORPORATED


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By: \_\_\_\_\_ (SEAL)  
J. Patrick Barber, its President

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By:  \_\_\_\_\_ (SEAL)  
Robert J. Adamson, its President

\_\_\_\_\_  
Casimir F. Danielowski, Jr.

\_\_\_\_\_  
W. Stephen Barber

AACV01MSNSRNASSETPUR.003

**STAFF RELIEF, INC.  
ASSET PURCHASE AGREEMENT  
SCHEDULE 2(d)**

**Intellectual Property Rights**

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1. Service Mark Registration "Travel America," dated 12/31/96.

MVA: 11547

The United States of America



CERTIFICATE OF REGISTRATION  
PRINCIPAL REGISTER

*The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.*

*The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks, and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.*

*A copy of the Mark and pertinent data from the application are a part of this certificate.*

*This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.*



*Bence Lehman*

Commissioner of Patents and Trademarks

TRADEMARK  
REEL: 002437 FRAME: 0647



## Maintenance Requirements

**Section 8:** This registration will be cancelled after six (6) years by the Commissioner of Patents and Trademarks, *UNLESS, before the end of the sixth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an affidavit of continued use as required by Section 8 of the Trademark Act of 1946, 15 U.S.C. §1058, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately five years after the date shown on this registration to determine the requirements and fees for filing a Section 8 affidavit that are in effect at that time.** Currently, a fee of \$100, and a specimen showing how the mark is used in commerce, is required for *each* international class of goods and/or services identified in the certificate of registration and must be enclosed with the affidavit.

**Section 9:** This registration will expire by law after ten (10) years, *UNLESS, before the end of the tenth year following the date of registration shown on this certificate*, the registrant files in the U.S. Patent and Trademark Office an application for renewal of the registration as required by Section 9 of the Trademark Act of 1946, 15 U.S.C. §1059, as Amended. **It is recommended that the Registrant contact the Patent and Trademark Office approximately nine years after the date shown on this registration to determine the requirements and fees for filing a Section 9 application for renewal that are in effect at that time.** Currently, a fee of \$300, and a specimen showing how the mark is used in commerce, is required for *each* international class of goods and/or services identified in the certificate of registration and must be enclosed with the affidavit.

**Int. Cl.: 35**

**Prior U.S. Cls.: 100, 101, and 102**

**Reg. No. 2,027,330**

**United States Patent and Trademark Office**

**Registered Dec. 31, 1996**

**SERVICE MARK  
PRINCIPAL REGISTER**

**TRAVEL AMERICA**

**STAFF RELIEF, INC. (TEXAS CORPORATION)  
10700 N.W. FREEWAY, SUITE 450  
HOUSTON, TX 77092**

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

**FOR: PERSONNEL PLACEMENT AND RE-  
CRUITMENT SERVICES, IN CLASS 35 (U.S.  
CLS. 100, 101 AND 102).**

**SN 74-306,112, FILED 8-17-1992.**

**FIRST USE 7-24-1996; IN COMMERCE  
7-26-1996.**

**DOMINIC J. FERRAIUOLO, EXAMINING AT-  
TORNEY**