

FORM PTO-1594
(Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Atty Docket No. 54128.292689

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

1. Name of conveying party(ies):
Bank of America, N.A., as Collateral Agent

- Individuals(s)
- General Partnership
- Corporation
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies)
Name: **Medical Staffing Network, Inc.**

Internal Address: **Suite 110**

Street Address: **901 Yamato Road**

City: **Boca Raton** State: **Florida** 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

Additional names(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **Release of Security Agreement**
- Merger
- Change of Name

Execution Date: **December 19, 2003**

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)
76/365,869

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Suite 2800

Street Address: **1100 Peachtree St.**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved:

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

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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.

Lise Shettler

Name of Person Signing

Signature

December 30, 2003

Date

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

CH \$40.00 110860 76365869

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of December 19, 2003, from **BANK OF AMERICA, N.A.**, as Collateral Agent (the "Collateral Agent") for certain lenders (the "Lenders") with principal offices at Charlotte, North Carolina, to **MEDICAL STAFFING NETWORK, INC.**, a Delaware corporation, with its principal offices at 901 Yamato Road, Suite 110, Boca Raton, Florida 33431 (the "Assignor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, dated as of October 26, 2001, made by the Assignor and the other parties signatory thereto in favor of the Collateral Agent (the "Security Agreement"), a security interest (the "Security Interest") was granted by the Assignor to the Collateral Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademarks of Medical Staffing Network, Inc. (the "Granting Agreement") in favor of Collateral Agent, the Assignor granted a Security Interest to the Collateral Agent in its Trademark Collateral;

WHEREAS, the Granting Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on March 12, 2003, at Reel 002691 and Frame 0653; and

WHEREAS, the Collateral Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions: The term "Trademark Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in (i) its trademarks, trademark registrations and trademark applications ("Marks") including those set forth on Schedule A hereto, (ii) all Proceeds (as such term is defined in the Security Agreement) and products of such Marks, (iii) the goodwill of the business symbolized by the Marks and (iv) any and all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

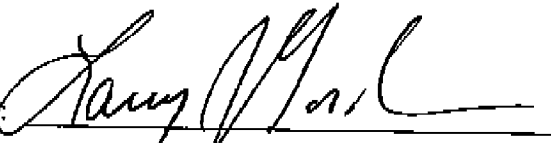
2. Release of Security Interest: The Collateral Agent hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Trademark Collateral, and any right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances: The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A., as Collateral Agent

By: 

Name: Larry J. Gordon
Title: Principal

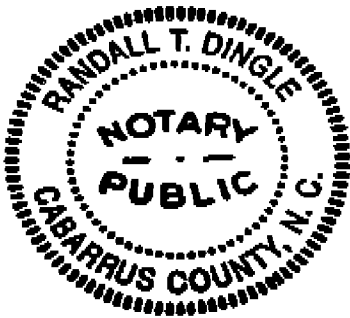
STATE OF North Carolina)
)
COUNTY OF Cabarrus)

ss.:

On this 19th day of December, 2003, before me personally appeared Larry J. Gordon to me known who, being by me duly sworn, did depose and say that he/she is Principal of BANK OF AMERICA, N.A. as Collateral Agent, described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by BANK OF AMERICA, N.A. as Collateral Agent.

Randall T. Dingle
Notary Public

(Affix Seal Below)



My Commission Expires March 13, 2008

Schedule AU.S. Trademark Registrations

Title	Application Number	Application Date
STATMED	76365869	02/01/02