

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FASTAFF, INC.		08/31/2006	CORPORATION: COLORADO

RECEIVING PARTY DATA

Name:	MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Agent
Street Address:	222 N. LASALLE ST., 17TH FL.
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2307241	FASTAFF
Registration Number:	2558717	WE KNOW WHAT YOU'RE WORTH
Registration Number:	2770068	FASTAFF NURSING CAREERS
Registration Number:	2708929	
Registration Number:	2713408	ACROSS THE COUNTRY AND AROUND THE CORNER
Registration Number:	2561553	IT IS ALL ABOUT COMMITMENT
Serial Number:	78825707	FRIENDSHIP HAS ITS REWARDS

CORRESPONDENCE DATA

Fax Number: (312)577-4688  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-577-8416  
 Email: carole.dobbins@kattenlaw.com  
 Correspondent Name: Carole Dobbins c/o Katten Muchin  
 Address Line 1: 525 W. Monroe St.

CH \$190.00 2307241

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 215434-00072

NAME OF SUBMITTER: Carole J. S. Dobbins

Signature: /Carole J. S. Dobbins/

Date: 09/01/2006

**Total Attachments: 5**

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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this August 31, 2006 by FASTAFF, INC., a Colorado corporation ("Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as agent (in such capacity, "Grantee") for the Lenders party to the Credit Agreement (defined below):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to that certain Trademark Security Agreement dated as of August 4, 2003 and filed for record with the United States Patent and Trademark Office on August 19, 2003 at Reel 002804, Frame 0753 (the "Original Trademark Security Agreement");

WHEREAS, the Credit Agreement referred to in the Original Trademark Security Agreement is being amended and restated into that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among U.S. Nursing Corporation, a Colorado corporation ("Borrower"), Grantee, and the financial institutions party thereto as "Lenders", which amends and restates in its entirety that certain Credit Agreement dated as of August 4, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Existing Credit Agreement");

WHEREAS, Grantor agreed to guaranty all of the Obligations of Borrower under the Existing Credit Agreement pursuant to that certain Guaranty dated as of August 4, 2003 (the "Guaranty") by and among Grantor, the other guarantors party thereto and Grantee;

WHEREAS, as security for Grantor's obligations under the Guaranty, Grantor previously executed and delivered that certain Security Agreement dated as of August 4, 2003 by and among Grantor, the other debtors party thereto and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Grantee, for the benefit of itself and the Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty;

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, Grantor has reaffirmed all of its grants and obligations under the Guaranty and the Security Agreement pursuant to that certain Master Reaffirmation and Amendment to Financing Documents of even date herewith by and among Grantor, the other Credit Parties party thereto and Grantee, and agreed that the Security Agreement secures Grantor's obligations under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, Grantor and Grantee agree to amend and restate the Original Trademark Security Agreement to read as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Original Trademark Security Agreement and the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with all reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. No Novation. The parties hereto hereby agree that the Liens granted to Agent pursuant to the Original Trademark Security Agreement remain in full force and effect hereunder uninterrupted and hereby are ratified, confirmed and reaffirmed. The execution and delivery of this Agreement, and the performance of the Grantor's obligations hereunder, shall not constitute a termination or novation of the Original Trademark Security Agreement or any of the Liens granted pursuant to the Original Trademark Security Agreement, it being understood that the Original Trademark Security Agreement continues unabated as amended and restated hereunder. All such Liens remain and continue to be granted, created, attached, perfected and enforceable (except as enforcement may be limited by bankruptcy, insolvency, or similar laws relating to the enforcement of creditors' rights generally and by general equitable principles), effective as of the first date of the original grant in respect thereof to Agent for the benefit of the itself and the Lenders securing all Obligations.

[Signature Pages Follow]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

FASTAFF7 INC.

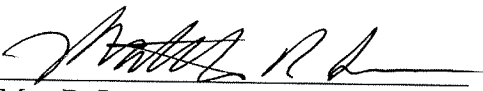
By: 

Name: Gregory L. Mikkelsen

Title: President

Agreed and Accepted  
as of the Date First Written Above

**MERRILL LYNCH CAPITAL**, a division of  
Merrill Lynch Business Financial Services Inc.,  
as Agent

By:   
Name: Matt R. Lane  
Title: Assistant Vice President

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
FASTAFF	2,307,241	January 11, 2000
We Know What You're Worth	2,558,717	April 9, 2002
Fastaff Nursing Careers	2,770,068	September 30, 2003
5 Point ¾ Compass (Fastaff Drawing)	2,708,929	April 22, 2003
Across the Country and Around the Corner	2,713,408	May 6, 2003
It is all about Commitment	2,561,553	April 16, 2002

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
Friendship Has Its Rewards	78/825707	February 28, 2006