

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medical Staffing Network Healthcare, LLC		09/27/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as administrative agent
Street Address:	Attention: Medical Staffing Network Healthcare Account Manager
Internal Address:	2 Bethesda Metro Center, Suite 600
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1894453	ALL BETTER NURSING
Registration Number:	3111936	TOUHLIVES
Registration Number:	2713485	MSN MEDICAL STAFFING NETWORK, INC.
Registration Number:	1716390	PHARMSTAFF
Registration Number:	1720655	PHARMSTAFF
Registration Number:	2892355	STATMED
Registration Number:	3577477	ONESOURCE
Registration Number:	3724215	MSN MEDICAL STAFFING NETWORK
Registration Number:	3585479	PHARMSTAFF A MEDICAL STAFFING NETWORK COMPANY
Registration Number:	3325644	INTELCASH
Registration Number:	2888038	STAFFING EFFECTIVENESS PARTNERSHIP
Registration Number:	3000848	ISTAF
Registration Number:	2934256	QUALITY IS THE COMPANY WE KEEP

TRADEMARK

900176793

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Registration Number:	2929846	INTELISOURCE
Registration Number:	3044380	STARMED STAFFING. PROFESSIONALS.
Registration Number:	2498122	INTELISTAF HEALTHCARE
Registration Number:	1545615	FLYING NURSES
Registration Number:	2881748	STARMED
Registration Number:	1488786	STARMED
Registration Number:	3365376	INTELISTAF HEALTHCARE
Registration Number:	3479298	INTELISTAF TRAVEL
Serial Number:	85029354	SABER-SALISBURY GROUP
Serial Number:	85029361	SABER-SALISBURY GROUP
Serial Number:	85033372	MSN MEDICAL STAFFING NETWORK, INC.

CORRESPONDENCE DATA

Fax Number: (714)755-8290
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 7145401235
Email: ipdocket@lw.com
Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive
Address Line 2: Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	034784-0133
NAME OF SUBMITTER:	Kristin J. Azcona
Signature:	/kja/
Date:	11/05/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 27, 2010, is made by Medical Staffing Network Healthcare, LLC ("Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 27, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

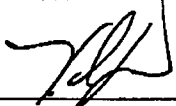
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

Very truly yours,

MEDICAL STAFFING NETWORK
HEALTHCARE, LLC
as Grantor

By: 
Name: Kevin Little
Title: Secretary, President and Chief Financial Officer

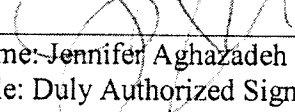
MEDICAL STAFFING NETWORK HEALTHCARE, LLC
TRADEMARK SECURITY AGREEMENT

NY1685716

TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: Jennifer Aghazadeh
Title: Duly Authorized Signatory

MEDICAL STAFFING NETWORK HEALTHCARE, LLC
TRADEMARK SECURITY AGREEMENT

NY 1685716

TRADEMARK
REEL: 004410 FRAME: 0519

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

TRADEMARKS

U.S. Trademark Registrations

Docket	Mark	Particulars	Status	Owner
7970-1	ALL BETTER NURSING®	Reg. No. 1,894,453 Reg. Date 05/16/95	Registered; Renewal due 05/16/15	Medical Staffing Network Healthcare, LLC
7970-2	TOUHLIVES®	Reg. No. 3,111,936 Reg. Date 07/04/06	Registered; 8&15 Affidavit due 07/04/12; Renewal due 07/04/16	Medical Staffing Network Healthcare, LLC
7970-4	MSN MEDICAL STAFFING NETWORK, INC. and Design®	Reg. No. 2,713,485 Reg. Date 05/06/03	Registered; Renewal due 05/06/13	Medical Staffing Network Healthcare, LLC
7970-5	PHARMSTAFF and Design®	Reg. No. 1,716,390 Reg. Date 09/15/92	Registered; Renewal due 09/15/12	Medical Staffing Network Healthcare, LLC
7970-6	PHARMSTAFF®	Reg. No. 1,720,655 Reg. Date 09/29/92	Registered; Renewal due 09/29/12	Medical Staffing Network Healthcare, LLC
7970-7	STATMED®	Reg. No. 2,892,355 Reg. Date 10/12/04	Registered; 8&15 Affidavit due 10/12/10; Renewal due 10/12/14	Medical Staffing Network Healthcare, LLC
7970-34	ONESOURCE®	Reg. No. 3,577,477 Reg. Date 02/17/09	Registered; 8&15 Affidavit due 02/17/15; Renewal due 02/17/19	Medical Staffing Network Healthcare, LLC
7970-36	MSN MEDICAL STAFFING NETWORK and Design®	Reg. No. 3,724,215 Reg. Date 12/15/09	Registered; 8&15 Affidavit due 12/15/15; Renewal due 12/15/19	Medical Staffing Network Healthcare, LLC
7970-37	PHARMSTAFF A MEDICAL STAFFING NETWORK COMPANY and Design®	Reg. No. 3,585,479 Reg. Date 03/10/09	Registered; 8&15 Affidavit due 03/10/15	Medical Staffing Network Healthcare, LLC
10041-1	INTELICASH®	Reg. No. 3,325,644 Reg. Date 10/30/07	Registered; 8&15 Affidavit due 10/30/13; Renewal due 10/30/17	Medical Staffing Network Healthcare, LLC
10041-4	STAFFING EFFECTIVENESS PARTNERSHIP®	Reg. No. 2,888,038 Reg. Date 09/21/04	Registered; 8&15 Affidavit due 09/21/2010; Renewal due 09/21/2014	Medical Staffing Network Healthcare, LLC
10041-6	ISTAF®	Reg. No. 3,000,848 Reg. Date 09/27/05	Registered; 8&15 Affidavit due 09/27/11; Renewal due 09/27/15	Medical Staffing Network Healthcare, LLC
10041-7	QUALITY IS THE COMPANY WE KEEP®	Reg. No. 2,934,256 Reg. Date 03/15/05	Registered; 8&15 Affidavit due 03/15/11; Renewal due 03/15/15	Medical Staffing Network Healthcare, LLC
10041-8	INTELISOURCE®	Reg. No. 2,929,846 Reg. Date 03/01/05	Registered; 8&15 Affidavit due 03/01/11; Renewal due 03/01/15	Medical Staffing Network Healthcare, LLC
10041-9	STARMED STAFFING PROFESSIONALS and DESIGN®	Reg. No. 3,044,380 Reg. Date 01/17/06	Registered; 8&15 Affidavit due 01/17/12; Renewal due 01/17/16	Medical Staffing Network Healthcare, LLC
10041-10	INTELISTAF HEALTHCARE®	Reg. No. 2,498,122 Reg. Date 10/16/01	Registered; Renewal due 10/16/11	Medical Staffing Network Healthcare, LLC
10041-12	FLYING NURSES®	Reg. No. 1,545,615 Reg. Date 06/27/89	Registered; Renewal due 06/27/19	Medical Staffing Network Healthcare, LLC

Docket	Mark	Particulars	Status	Owner
10041-16	STARMED and DESIGN®	Reg. No. 2,881,748 Reg. Date 09/07/04	Registered; 8&15 Affidavit due 09/07/10; Renewal due 09/07/14	Medical Staffing Network Healthcare, LLC
10041-17	STARMED®	Reg. No. 1,488,786 Reg. Date 05/17/88	Registered; Renewal due 05/17/18	Medical Staffing Network Healthcare, LLC
10041-18	INTELISTAF HEALTHCARE®	Reg. No. 3,365,376 Reg. Date 01/08/08	Registered; 8&15 Affidavit due 01/08/14; Renewal due 01/08/18	Medical Staffing Network Healthcare, LLC
10041-19	INTELISTAF TRAVEL®	Reg. No. 3,479,298 Reg. Date: 08/05/08	Registered; 8&15 Affidavit due 08/05/14; Renewal due 08/05/18	Medical Staffing Network Healthcare, LLC

U.S. Trademark Applications

Docket	Mark	Particulars	Status	Owner
7970-47	SABER-SALISBURY GROUP	App. No. 85/029354 App. Date 05/04/2010	Application in process.	Medical Staffing Network Healthcare, LLC
7970-48	SABER-SALISBURY GROUP AND DESIGN	App. No. 85/029361 App. Date 05/04/10	Application in process.	Medical Staffing Network Healthcare, LLC
10041-2	ICASH	App. No. 78/498169 App. Date 10/12/04	Suspended as of 07/15/08	Medical Staffing Network Healthcare, LLC
7970-50	MSN MEDICAL STAFFING NETWORK, INC. and Design®	App. No. 85/033,372 Filed: May 7, 2010	Pending; Response to Office Action due February 25, 2011	Medical Staffing Network Healthcare, LLC

State Trademark Registrations¹

State	Mark	Particulars	Status	Registrant
Wisconsin	GSN STAFFING	Reg. No. W13000061411 Reg. Date 06/09/04	Registered.	Medical Staffing Network Healthcare, LLC
Nebraska	MEDICAL STAFFING NETWORK	Reg. No. 10110904 Reg. Date 05/05/2008	Registered.	Medical Staffing Network Healthcare, LLC
Nebraska	INTELISTAF HEALTHCARE	Reg. No. 10110905 Reg. Date 05/05/2008	Registered.	Medical Staffing Network Healthcare, LLC
Louisiana	INTELISTAF HEALTHCARE	Book No. 59-8113 Reg. Date 09/13/2007	Registered.	Medical Staffing Network Healthcare, LLC
Louisiana	MEDICAL STAFFING NETWORK	Book No. 59-8113 Reg. Date 09/13/2007	Registered.	Medical Staffing Network Healthcare, LLC
Hawaii	MEDICAL STAFFING NETWORK	Reg. No. 4057072 Reg. Date 09/12/2007	Registered.	Medical Staffing Network Healthcare, LLC
Hawaii	INTELISTAF HEALTHCARE	Reg. No. 4057074 Reg. Date 09/12/2007	Registered.	Medical Staffing Network Healthcare, LLC

¹ The listed registrations were identified based on a search using Saegis (<http://saegis.compumark.thomson.com>) on July 2, 2010.