

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM355870

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Nursing Corporation		09/22/2015	CORPORATION: COLORADO
FASTAFF, LLC		09/22/2015	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Agent
Street Address:	2450 Colorado Ave., Ste 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	4779131	RAPID RESPONSE
Registration Number:	4274563	INTELLIGENT MIX
Registration Number:	4071963	THE RIGHT NURSES RIGHT NOW!
Registration Number:	4136608	FASTAFF TRAVEL NURSING
Registration Number:	4554541	FASTPASS PROFILE
Registration Number:	4554540	FASTPASS PROFILE
Registration Number:	3227307	FRIENDSHIP HAS ITS REWARDS
Registration Number:	3763205	FASTAFF
Registration Number:	2558717	WE KNOW WHAT YOU'RE WORTH
Registration Number:	2561553	IT IS ALL ABOUT COMMITMENT
Registration Number:	4021735	U.S. NURSING CORPORATION

CORRESPONDENCE DATA

Fax Number: 3128637867
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 3128637267
Email: jaclyn.digrande@goldbergkohn.com
Correspondent Name: Jaclyn Di Grande - Paralegal

OP \$290.00 4779131

Address Line 1: Goldberg Kohn Ltd.
Address Line 2: 55 E Monroe St., Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 1989.447

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 09/22/2015

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of dated as of September 22, 2015 by U.S. NURSING CORPORATION, a Colorado corporation, and FASTAFF, LLC, a Colorado limited liability company (each individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement dated as of September 22, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: Trademarks of such Grantor listed on Schedule I attached hereto.

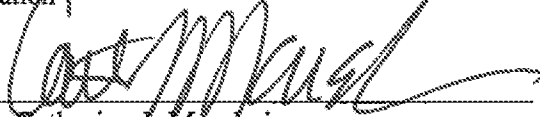
SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

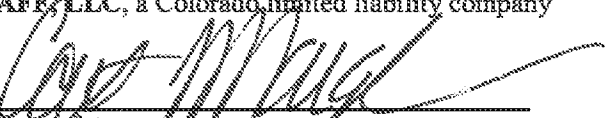
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

[Signature pages follow]


U.S. NURSING CORPORATION, a Colorado corporation

By: 
Name: Catherine J. Margheim
Title: Chief Operating Officer and Chief Financial Officer

FASTAFF, LLC, a Colorado limited liability company

By: 
Name: Catherine J. Margheim
Title: Chief Operating Officer and Chief Financial Officer

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Kathy R. Plisko
Title: Duly Authorized Signatory

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

TRADEMARK	REGIS. NUMBER	REGIS. DATE	OWNER INFORMATION
RAPID RESPONSE	4779131	7/21/15	FASTAFF, LLC
INTELLIGENT MIX	4274563	1/15/13	FASTAFF, LLC
THE RIGHT NURSES RIGHT NOW!	4071963	12/13/11	FASTAFF, LLC
FASTAFF TRAVEL NURSING	4136608	5/1/12	FASTAFF, LLC
FASTPASS PROFILE	4554541	6/24/14	FASTAFF, LLC
FASTPASS PROFILE	4554540	6/24/14	FASTAFF, LLC
FRIENDSHIP HAS ITS REWARDS	3227307	4/10/07	FASTAFF, LLC
FASTAFF	3763205	3/23/10	FASTAFF, LLC
WE KNOW WHAT YOU'RE WORTH	2558717	4/9/02	FASTAFF, LLC
IT IS ALL ABOUT COMMITMENT	2561553	4/16/02	FASTAFF, LLC
U.S. NURSING CORPORATION	4021735	9/6/11	U.S. NURSING CORPORATION

Applications: None.