

02-13-2004

2/12/04

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RE



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

102668892

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

1. Name of conveying party(ies): CHG MANAGEMENT, INC.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State-- DELAWARE, Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other TRADEMARK SECURITY AGREEMENT

Execution Date: 01/29/2004

2. Name and address of receiving party(ies)

Name: JPMORGAN CHASE BANK, AS COLLATERAL AGENT

Internal

Address:

Street Address: 270 PARK AVENUE

City: NEW YORK State: NY Zip: 10017

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State NEW YORK, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No. (s) SEE ATTACHED

B. Trademark Registration No. (s) SEE ATTACHED

Additional number(s) attached Yes No

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

Name: PENELOPE J.A. AGODOA

Internal Address: FEDERAL RESEARCH CORPORATION

Street Address: 1030 FIFTEENTH STREET NW, SUITE 920

City: WASHINGTON State: D.C. Zip: 20005

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41) \$ 515.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

RANDI S. ARONOW

Name of Person Signing

Signature

2.9.04

Date

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

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

6701/366, T. Lapushchik

02/13/2004 ECOOPER 00000035 1426819

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TRADEMARK REEL: 002913 FRAME: 0077

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
CHG Management, Inc.	CompHealth	1426819	1/27/07
CHG Management, Inc.	Transform Your Health Career	2487190	9/11/11
CHG Management, Inc.	Gecko design	2659398	12/10/12
CHG Management, Inc.	Weatherby Healthcare	1466512	11/24/07
CHG Management, Inc.	Weatherby Locums	2794781	12/16/13
CHG Management, Inc.	Gecko Logo (color)	2794767	12/16/13
CHG Management, Inc.	Transforming Healthcare Recruiting and Staffing	2794759	12/16/13
CHG Management, Inc.	Transforming Healthcare Careers	2794760	12/16/13
CHG Management, Inc.	Group One Anesthesia and design	1523978	2/7/09
CHG Management, Inc.	Group One Therapy	2788832	12/02/13

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>
CHG Management, Inc.	CompHealth logo	78/173659	10/11/02
CHG Management, Inc.	CompHealth Group	78/167572	9/24/02
CHG Management, Inc.	The Leader in Locum Tenens Staffing	78/176063	10/18/02
CHG Management, Inc.	Weatherby Locums, Inc. and design	78/176051	10/18/02
CHG Management, Inc.	Gecko	78/189275	11/26/02
CHG Management, Inc.	Destination Healthcare Staffing	78/225950	3/14/03
CHG Management, Inc.	Comprehensive Healthcare Staffing	78/241880	5/13/03
CHG Management, Inc.	CompHealth Comprehensive Healthcare Staffing & design	78/244933	5/2/03
CHG Management, Inc.	Destination Healthcare Staffing & design (color)	78/245000	5/2/03
CHG Management, Inc.	Clinical on Premise	78/276959	7/21/03

TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2004, between CHG MANAGEMENT, INC. (the "Company") and JPMORGAN CHASE BANK, as Collateral Agent (the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of January 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CompHealth Group, Inc. ("Parent Holdings"), the Borrowers party thereto, the Lenders party thereto and JPMorgan Chase Bank, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of January 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Parent Holdings, the Subsidiaries of Parent Holdings identified therein and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Company is an Affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Company, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHG MANAGEMENT, INC.,

by



Name:

SEAN D. MILLER

Title:

CFO

JPMORGAN CHASE BANK, as
Collateral Agent,

by

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHG MANAGEMENT, INC.,

by

Name:

Title:

**JPMORGAN CHASE BANK, as
Collateral Agent,**

by

Laura J. Cumming

Name:

Title:

**LAURA J. CUMMING
VICE PRESIDENT**

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
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CHG Management, Inc.	Clinical on Premise	78/276959	7/21/03

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
None Registered				