

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                       |                       |
|----------------------------------|--|-----------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                       |                       |
| <b>NATURE OF CONVEYANCE:</b>     | SECURITY INTEREST  |                       |                       |
| <b>CONVEYING PARTY DATA</b>      |  |                       |                       |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>    |
| Cejka Search, Inc.               |  | 11/10/2005            | CORPORATION: DELAWARE |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                       |
| <b>Name:</b>                     | Wachovia Bank, National Association  |                       |                       |
| <b>Street Address:</b>           | 201 South College Street   |                       |                       |
| <b>Internal Address:</b>         | 8th Floor  |                       |                       |
| <b>City:</b>                     | Charlotte  |                       |                       |
| <b>State/Country:</b>            | NORTH CAROLINA   |                       |                       |
| <b>Postal Code:</b>              | 28288-0680   |                       |                       |
| <b>Entity Type:</b>              | National Association: UNITED STATES  |                       |                       |
| <b>PROPERTY NUMBERS Total: 3</b> |  |                       |                       |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                       |
| Registration Number:             | 2639003  | CEJKA                 |                       |
| Registration Number:             | 2656070  |                       |                       |
| Registration Number:             | 2978954  | CEJKA SEARCH          |                       |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                       |
| <b>Fax Number:</b>               | (704)353-3239  |                       |                       |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                       |
| <b>Phone:</b>                    | 704-331-7539   |                       |                       |
| <b>Email:</b>                    | arhodes@kennedycovington.com   |                       |                       |
| <b>Correspondent Name:</b>       | Allyn B. Rhodes  |                       |                       |
| <b>Address Line 1:</b>           | 214 N. Tryon Street  |                       |                       |
| <b>Address Line 2:</b>           | Hearst Tower, 47th Floor   |                       |                       |
| <b>Address Line 4:</b>           | Charlotte, NORTH CAROLINA 28202  |                       |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 13568.148 (E. WOLKOFKY)  |                       |                       |
| <b>NAME OF SUBMITTER:</b>        | Allyn B. Rhodes  |                       |                       |

OP \$90.00 2639003

Signature:

/allyn b. rhodes/

Date:

11/15/2005

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement** (this "Agreement") dated as of November 10, 2005 by and between CEJKA SEARCH, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 222 South Central, Suite 400, St. Louis, Missouri, 63105, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 10, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Cross Country Healthcare, Inc., as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of November 10, 2005 by and among Cross Country Healthcare, Inc., certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 10th day of November, 2005.

CEJKA SEARCH, INC., as Grantor

By: Susan Bell  
Name: SUSAN E. BELL  
Title: Assistant Secretary

ACKNOWLEDGMENT

STATE OF Florida  
COUNTY OF Palm Beach

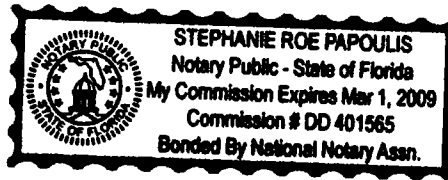
I, Stephanie Roe Papoulis, a Notary Public for said County and State, do hereby certify that Susan Bell personally appeared before me this day and stated that (s)he is Assistant Secretary of Cejka Search Inc. and acknowledged, on behalf of Cejka Search, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 10th day of November, 2005.

Stephanie Roe Papoulis  
Notary Public

My commission expires:


3/1/09



[Signature Pages Continue]

Agreed and Accepted as of the  
10<sup>th</sup> day of November, 2005.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: Richard L. Nelson  
Title: Vice President

Schedule A to Trademark Security Agreement

| <b>Domestic Trademarks</b> | <b>Owner</b>       | <b>Registration Number</b> | <b>Registration Date</b> | <b>Filing Date</b> | <b>Application Number</b> |
|----------------------------|--------------------|----------------------------|--------------------------|--------------------|---------------------------|
| Cejka                      | Cejka Search, Inc. | 2,639,003                  | 10/22/2002               | 8/8/2001           | 76/296,631                |
| Cejka Logo Design          | Cejka Search, Inc. | 2,656,070                  | 12/3/2002                | 8/8/2001           | 76/296,813                |
| Cejka Search               | Cejka Search, Inc. | 2,978,954                  | 7/26/2005                | 6/23/2003          | 78/266,032                |

Schedule B to Trademark Security Agreement

**TRADEMARK LICENSES**

NONE