

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHG Management, Inc.		12/20/2006	CORPORATION: DELAWARE
CHG Healthcare Services, Inc.		12/20/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as Administrative Agent
Street Address:	2 Penns Way, Suite 100
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	National Association:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	1426819	COMPHEALTH
Registration Number:	1466512	WEATHERBY HEALTH CARE
Registration Number:	1523978	GROUP ONE ANESTHESIA
Registration Number:	2487190	TRANSFORM YOUR HEALTH CAREER
Registration Number:	3071672	COMPHEALTH GROUP
Registration Number:	2794759	TRANSFORMING HEALTHCARE RECRUITING AND STAFFING
Registration Number:	2794760	TRANSFORMING HEALTHCARE CAREERS
Registration Number:	2788832	GROUP ONE THERAPY
Registration Number:	2794767	
Registration Number:	2980710	COMPHEALTH
Registration Number:	2920592	WEATHERBY LOCUMS, INC.
Registration Number:	2794781	WEATHERBY LOCUMS
Registration Number:	2880520	THE LEADER IN LOCUM TENENS STAFFING

CH \$565.00 1426819

Registration Number:	2659398	
Registration Number:	3006712	COMPREHENSIVE HEALTHCARE STAFFING
Registration Number:	2817586	HEXTITE
Registration Number:	3246088	DESTINATION HEALTCARE STAFFING
Registration Number:	3290177	RN NETWORK
Registration Number:	3232697	FOUNDATION MEDICAL STAFFING
Registration Number:	2922650	COMPHEALTH COMPREHENSIVE HEALTHCARE STAFFING
Registration Number:	2956184	RN NETWORK
Registration Number:	3242988	CHG

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-408-3121 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	749999
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	10/08/2008

Total Attachments: 8

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
 Other a Delaware Corporation

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

2. Name and address of receiving party(ies)

Name: Citibank, N.A., as Administrative

Internal Address: Agent

Street Address: 2 Penns Way, Suite 100

City: New Castle State: DE Zip: 19720

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignor 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

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other Trademark Security Agreement

Execution Date: 12/20/2006

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

A. Trademark Application No.(s) See Schedule I

B. Trademark Registration No.(s) See Schedule I

Additional number(s) attached Yes No

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

Name: Sakina Karkat

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved:

24

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

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Sakina Karkat
Name of Person Signing


Signature

October 8, 2008

Date

Total number of pages including cover sheet, attachments, and document: **8**

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

Addendum to Cover Page of Trademark Cover Page

1. Name of conveying party(ies)

CHG Healthcare Services, Inc., a Delaware Corporation
4021 South 700 East, Suite 300
Salt Lake City, UT 84107

Trademark Security Agreement

Trademark Security Agreement, dated and effective as of December 20, 2006, signed as of October [8], 2008 by CHG Management, Inc. and CHG Healthcare Services, Inc. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CITIBANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of December 20, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative 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 Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. 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 Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative 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 and provisions of which are incorporated by reference herein as if fully set forth herein. 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowl-

edge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien 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.

[signature page follows]

Accepted and Agreed:

CITIBANK, N.A.,
as Administrative Agent

By: _____

Name:

Title: Rob Ziemer
Vice President

By: _____

Name:

Title:

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

<u>Serial No.</u>	<u>Registration No.</u>
73588192	1426819
73620483	1466512
73731278	1523978
76039774	2487190
78017717	265938
78167572	3071672
78171219	2794759
78171227	2794760
78173613	2788832
78173639	2794767
78173659	2980710
78176051	2920592
78176058	2794781
78176063	28880520
78189275	2659398
78241880	3006712
78244933	2817586
78245000	3246088
77081478	3290177
78651975	3242998

78752297

3232697

78245000

3246088

78244993

2922650

78370253

2956184