

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHG Management, Inc.		10/07/2010	CORPORATION: DELAWARE
CHG Healthcare Services, Inc.		10/07/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Administrative Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1426819	COMPHEALTH	
Registration Number:	2659398		
Registration Number:	2794781	WEATHERBY LOCUMS	
Registration Number:	2980710	COMPHEALTH	
Registration Number:	2794767		
Registration Number:	2794759	TRANSFORMING HEALTHCARE RECRUITING AND STAFFING	
Registration Number:	2794760	TRANSFORMING HEALTHCARE CAREERS	
Registration Number:	3071672	COMPHEALTH GROUP	
Registration Number:	2920592	WEATHERBY LOCUMS, INC.	
Registration Number:	3006712	COMPREHENSIVE HEALTHCARE STAFFING	
Registration Number:	2922650	COMPHEALTH COMPREHENSIVE HEALTHCARE STAFFING	
Registration Number:	2956184	RN NETWORK	
Registration Number:	3290177	RN NETWORK	

CH \$415.00 1426819

900173790

TRADEMARK
REEL: 004294 FRAME: 0976

Registration Number:	3242988	CHG
Registration Number:	3232697	FOUNDATION MEDICAL STAFFING
Registration Number:	3246088	DESTINATION HEALTHCARE STAFFING

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	535611-4
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	10/13/2010

Total Attachments: 8
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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of October 7, 2010 by CHG Management, Inc. and CHG Healthcare Services, Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BARCLAYS BANK PLC, in its capacity as administrative agent (in such capacity, the “Administrative Agent”) pursuant to the Second Lien Credit Agreement dated as of October 7, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among CHG Companies, Inc., a Delaware corporation (the “Borrower”), CHG Healthcare Services, Inc., as parent guarantor and the subsidiaries of the Borrower as may from time to time become a party thereto, the lenders, BARCLAYS BANK PLC, as Administrative and the other agents, arrangers and bookrunners party thereto.

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement dated as of October 7, 2010 (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 Second Lien 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 Second Lien Security Agreement and used herein have the meaning given to them in the Second Lien 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 Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Second Lien 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 Second Lien Security Agreement, the terms and provisions of which are in-

incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Second Lien 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, acknowledge, 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 Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien 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 Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

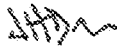
[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CHG HEALTHCARE SERVICES, INC.

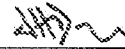
By:



Sean Dailey
Chief Financial Officer

CHG MANAGEMENT, INC.

By:



Sean Dailey
Chief Financial Officer

[Signature Page to Trademark Security Agreement - Second Lien]

Accepted and Agreed:

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name: DIANE ROLFE
Title: DIRECTOR

[Signature Page to Trademark Security Agreement - Second Lien]

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

Pledgor	Mark	Serial No. /Reg. No.
CHG Management, Inc.	COMPHEALTH	1426819
CHG Healthcare Services, Inc.	GECKO DESIGN	2659398
CHG Management, Inc.	WEATHERBY LOCUMS	2794781
CHG Management, Inc.	COMPHEALTH (LOGO) (Color)	2980710
CHG Management, Inc.	GECKO LOGO (Color)	2794767
CHG Management, Inc.	TRANSFORMING HEALTHCARE RECRUITING AND STAFFING	2794759
CHG Management, Inc.	TRANSFORMING HEALTHCARE CAREERS	2794760
CHG Management, Inc.	COMPHEALTH GROUP	3071672
CHG Management, Inc.	WEATHERBY LOCUMS, INC. & DESIGN	2920592
CHG Management, Inc.	COMPREHENSIVE HEALTHCARE STAFFING	3006712
CHG Management, Inc.	COMPHEALTH COMPREHENSIVE HEALTHCARE STAFFING & DESIGN (Color)	2922650
CHG Management, Inc.	RN NETWORK	2956184
CHG Management, Inc.	RN NETWORK	3290177
CHG Management, Inc.	CHG	3242988
CHG Management, Inc.	Foundation Medical Staff- ing	3232697

CHG Management, Inc.	DESTINATION HEALTHCARE STAFFING & DESIGN (Color)	3246088
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