

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (SECOND LIEN) AT REEL/FRAME NO. 4294 FRAME 0976

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		11/19/2012	PLC: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	CHG MANAGEMENT, INC.
Street Address:	6440 SOUTH MILLROCK DRIVE, SUITE 175
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84121
Entity Type:	CORPORATION: DELAWARE

Name:	CHG HEALTHCARE SERVICES, INC.
Street Address:	6440 SOUTH MILLROCK DRIVE, SUITE 175
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84121
Entity Type:	CORPORATION: DELAWARE

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

OP \$415.00 1426819

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:	2956284	PHARMACEUTICAL BUSINESS STRATEGIES
Registration Number:	3290177	RN NETWORK
Registration Number:	3242988	CHG
Registration Number:	3232697	FOUNDATION MEDICAL STAFFING
Registration Number:	3246088	DESTINATION HEALTHCARE STAFFING

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: IPDOCKET@LW.COM, KRISTIN.AZCONA@LW.COM

Correspondent Name: LATHAM & WATKINS LLP

Address Line 1: 650 TOWN CENTER DRIVE, 20TH FLOOR

Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	034810-0178
NAME OF SUBMITTER:	KRISTIN J AZCONA
Signature:	/KJA/
Date:	11/19/2012

Total Attachments: 5

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of November 19, 2012, by **BARCLAYS BANK PLC**, in its capacity as administrative agent (in such capacity, the "Administrative Agent"), in favor of **CHG Management, Inc.** and **CHG Healthcare Services, Inc.** (individually, a "Pledgor", and, collectively, the "Pledgors") pursuant to that certain Second Lien Credit Agreement, dated as of October 7, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien 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 have from time to time become a party thereto, the lenders, **BARCLAYS BANK PLC**, as Administrative Agent, and the other agents, arrangers and bookrunners party thereto. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Second Lien Trademark Security Agreement (defined below), or if not defined therein, in the Second Lien Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Pledgors are a party to that certain Second Lien Security Agreement, dated as of October 7, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement") in favor of the Administrative Agent, pursuant to which the Pledgors executed and delivered that certain Second Lien Trademark Security Agreement, dated as of October 7, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Trademark Security Agreement");

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, each of the Pledgors pledged and granted 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 of the following Pledged Collateral of such Pledgor: Trademarks of such Pledgor listed on Schedule A attached hereto; all goodwill associated with such Trademarks; and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the "Second Lien Trademark Collateral");

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004294, Frame 0976, on October 13, 2010; and

WHEREAS, the Administrative Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of the Pledgors in the Second Lien Trademark Collateral, and to reconvey any and all rights in the Second Lien Trademark Collateral to the Pledgors.

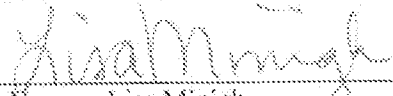
NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases, relinquishes and discharges, with respect to each Pledgor, all of its lien on and security interest in and to all of such Pledgors right, title, and interest in, to and under the Second Lien Trademark Collateral, and re-assigns to such Pledgor any and all right, title or interest it may have in such Second Lien Trademark Collateral.

The Administrative Agent hereby authorizes the Pledgors, or the Pledgors' authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency, and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Administrative Agent's lien on and security interest in the Second Lien Trademark Collateral. The Administrative Agent agrees to execute and deliver to the Pledgors all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Second Lien Trademark Collateral which had been granted under the Second Lien Trademark Security Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

BARCLAYS BANK PLC,
AS ADMINISTRATIVE AGENT

By: 
Name: Lisa Minigh
Title: Assistant Vice President

[SIGNATURE PAGE TO SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL]

TRADEMARK
REEL: 004903 FRAME: 0797

Accepted and Agreed:

CHG MANAGEMENT, INC.

By:



.....
Name: Sean Dailey
Title: Chief Financial Officer

CHG HEALTHCARE SERVICES, INC.

By:



.....
Name: Sean Dailey
Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN RELEASE OF SECURITY INTEREST IN TRADEMARK
COLLATERAL]

TRADEMARK
REEL: 004903 FRAME: 0798

SCHEDULE A
Trademarks

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 Staffing	3232697

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