

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CHG MANAGEMENT, INC.		11/20/2013	CORPORATION: DELAWARE
CHG MEDICAL STAFFING, INC.		11/20/2013	CORPORATION: DELAWARE
CHG HEALTHCARE SERVICES, INC.		11/20/2013	CORPORATION: DELAWARE
CHG COMPANIES, INC.		11/20/2013	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BARCLAYS BANK PLC
Street Address:	745 SEVENTH AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	PLC: UNITED KINGDOM

**PROPERTY NUMBERS Total: 28**

Property Type	Number	Word Mark
Registration Number:	3242988	CHG
Registration Number:	3263077	CHG HEALTHCARE SERVICES
Registration Number:	3993921	COMPHEALTH
Registration Number:	1426819	COMPHEALTH
Registration Number:	2922650	COMPHEALTH COMPREHENSIVE HEALTHCARE STAF
Registration Number:	3071672	COMPHEALTH GROUP
Registration Number:	3289680	COMPREHENSIVE HEALTHCARE STAFFING
Registration Number:	3006712	COMPREHENSIVE HEALTHCARE STAFFING
Registration Number:	2794767	
Registration Number:	2659398	

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Registration Number:	3246088	DESTINATION HEALTHCARE STAFFING
Registration Number:	3381686	DESTINATION HEALTHCARE STAFFING
Registration Number:	3495091	DESTINATION LOCUM TENENS
Registration Number:	3770017	FOLLOW THE GECKO
Registration Number:	3232697	FOUNDATION MEDICAL STAFFING
Registration Number:	3290177	RN NETWORK
Registration Number:	2956184	RN NETWORK
Serial Number:	85664303	RNNETWORK
Registration Number:	4186376	THE BEST PEOPLE TO HELP YOU PROVIDE THE
Registration Number:	2794760	TRANSFORMING HEALTHCARE CAREERS
Registration Number:	2794759	TRANSFORMING HEALTHCARE RECRUITING AND S
Serial Number:	85202012	WE ARE THE BEST PEOPLE TO HELP PROVIDE T
Registration Number:	4195420	WEATHERBY HEALTHCARE
Registration Number:	4195421	WEATHERBY HEALTHCARE
Registration Number:	2794781	WEATHERBY LOCUMS
Registration Number:	2920592	WEATHERBY LOCUMS, INC.
Serial Number:	85289641	WEATHERBY MEDICAL STAFFING
Registration Number:	4119410	YOUR WISH IS OUR COMMAND

**CORRESPONDENCE DATA**

Fax Number:

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

Email: lrizzo@milbank.com

Correspondent Name: MILBANK, TWEED, HADLEY & MCCLOY LLP

Address Line 1: ONE CHASE MANHATTAN PLAZA

Address Line 4: NEW YORK, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.42204
NAME OF SUBMITTER:	Chris L. Holm
Signature:	/Chris L. Holm/
Date:	11/21/2013

Total Attachments: 9

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**TRADEMARK**

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**SECOND AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT**

This SECOND AMENDED AND RESTATED FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 20, 2013 (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with any successor in such capacity, the “**Collateral Agent**”).

Reference is made to (i) the Amended and Restated First Lien Credit Agreement, dated as of November [ ], 2013 (as the same may be further amended, amended and restated, modified or supplemented from time to time, the “**Credit Agreement**”), among CHG HEALTHCARE SERVICES INC., a Delaware corporation (the “**Borrower**”), CHG INTERMEDIATE CORPORATION, a Delaware corporation (“**Holdings**”), BARCLAYS BANK PLC, as administrative agent (in such capacity, including any successor thereto, the “**Administrative Agent**”), the Collateral Agent, each Lender from time to time party thereto and the other agents and arrangers party thereto, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Reference is also made to that certain First Lien Trademark Security Agreement, dated as of November 19, 2012 (and recorded with the United States Patent and Trademark Office at Reel/Frame No. 4903/0474) (as amended by the Amended and Restated First Lien Trademark Security Agreement dated as of July 9, 2013 (and recorded with the United States Patent and Trademark Office at Reel/Frame No. 5067/0151), and as further amended, amended and restated, modified or supplemented prior to the date hereof, the “**Existing Trademark Security Agreement**”), among the Grantors and the Collateral Agent.

Whereas, (i) each Grantor previously executed and delivered that certain First Lien Security Agreement dated November 19, 2012, among the grantors party thereto and the Collateral Agent (as reaffirmed by the Reaffirmation Agreement, dated as of July 9, 2013, and as further amended, restated, modified or supplemented prior to the date hereof, the “**Existing Security Agreement**”), and (ii) on the date hereof each Grantor is entering into that certain Second Reaffirmation Agreement (First Lien), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Second Reaffirmation Agreement**”), among the Grantors and the Collateral Agent, pursuant to which each Grantor reaffirms its collateral grant to the Collateral Agent and the Guarantors reaffirm their guarantee of the Obligations. The Existing Security Agreement, as reaffirmed by the Second Reaffirmation Agreement and as amended, amended and restated, supplemented or otherwise modified from time to time, is referred to herein as the “**Security Agreement**”.

Whereas, under the terms of the Security Agreement and each Reaffirmation Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other assets and property, certain intellectual property of the Grantors, to the extent set forth and subject to the terms and provisions contained therein and, as a condition of the Security Agreement have executed and recorded the Existing Trademark Security Agreement with the U.S. Patent and Trademark Office.

Whereas, the Grantors are entering into this Trademark Security Agreement in order to induce the Lenders to enter into and extend credit to the Borrower under the Second Amendment (as defined in the Credit Agreement). Furthermore, each Grantor party to the Existing Trademark Security Agreement wishes to affirm its obligations under the terms of the Existing Trademark Security Agreement and wishes to amend and restate the terms of the Existing Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Collateral Agent as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by

facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference 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.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

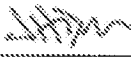
SECTION 8. Reaffirmation. Each Grantor reaffirms the security interest granted under the terms and conditions of the Existing Trademark Security Agreement and agrees that such security interest remains in full force and effect and is hereby ratified, reaffirmed and confirmed. Each Grantor acknowledges and agrees with the Collateral Agent that the Existing Trademark Security Agreement is amended and restated pursuant to the terms hereof.

SECTION 9. Amendment and Restatement. This Trademark Security Agreement amends and restates the Existing Trademark Security Agreement; provided that nothing contained in this Trademark Security Agreement shall limit, affect, or serve as a novation of the security interests heretofore granted, pledged and/or assigned to the Collateral Agent under the Existing Trademark Security Agreement, which security interests are hereby ratified, reaffirmed and continued.

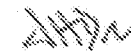
SECTION 10. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

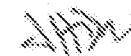
**CHG HEALTHCARE SERVICES, INC., as Grantor**

By:   
Name: SEAN DANLEY  
Title: CEO

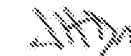
**CHG MANAGEMENT, INC., as Grantor**

By:   
Name: SEAN DANLEY  
Title: CEO

**CHG MEDICAL STAFFING, INC., as Grantor**

By:   
Name: SEAN DANLEY  
Title: CEO

**CHG COMPANIES, INC., as Grantor**

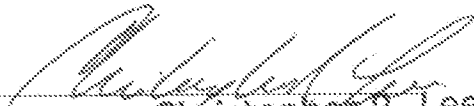
By:   
Name: SEAN DANLEY  
Title: CEO

*Second Amended and Restated First Lien Trademark Security Agreement --  
CHG Healthcare Services, Inc.*

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BARCLAYS BANK PLC, as Collateral Agent

By:   
Name: Christopher R. Lee  
Title: Assistant Vice President

*Second Amended and Restated First Lien Trademark Security Agreement --  
CHG Healthcare Services, Inc.*

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**TRADEMARK**  
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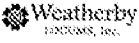
SCHEDULE A

SCHEDULE A

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
CHG Management, Inc.	CHG	16-JUN-2005 / 15-MAY-2007	Registered	78651975 / 3242988
CHG Healthcare Services, Inc.	CHG HEALTHCARE SERVICES	09-JAN-2006 / 10-JUL-2007	Registered	78787968 / 3263077
CHG Management, Inc.	COMPHEALTH	20-DEC-2010 / 12-JUL-2011	Registered	85202021 / 3993921
CHG Management, Inc.	COMPHEALTH	17-MAR-1986 / 27-JAN-1987	Registered; Renewed	73588192 / 1426819
CHG Management, Inc.	COMPHEALTH COMPREHENSIVE HEALTHCARE STAFFING (and Design) 	02-MAY-2003 / 01-FEB-2005	Registered	78244993 / 2922650
CHG Management, Inc.	COMPHEALTH GROUP	24-SEP-2002 / 21-MAR-2006	Registered	78167572 / 3071672
CHG Management, Inc.	COMPREHENSIVE HEALTHCARE STAFFING	22-NOV-2006 / 11-SEP-2007	Registered; Section 2(F)	77049710 / 3289680
CHG Management, Inc.	COMPREHENSIVE HEALTHCARE STAFFING	24-APR-2003 / 11-OCT-2005	Registered; Supplemental Register	78241880 / 3006712

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
CHG Management, Inc.	(Design only)	11-OCT-2002 / 16-DEC-2003	Registered	78173639 / 2794767
				
CHG Management, Inc.	(Design only)	20-JUL-2000 / 10-DEC-2002	Registered	78017717 / 2659398
				
CHG Management, Inc.	DESTINATION HEALTHCARE STAFFING (and Design)	02-MAY-2003 / 29-MAY-2007	Registered	78245000 / 3246088
				
CHG Management, Inc.	DESTINATION HEALTHCARE STAFFING	14-MAR-2003 / 12-FEB-2008	Registered	78225950 / 3381686
CHG Healthcare Services, Inc.	DESTINATION LOCUM TENENS	08-OCT-2007 / 02-SEP-2008	Registered	77298888 / 3495091
CHG Management, Inc.	FOLLOW THE GECKO	26-FEB-2009 / 06-APR-2010	Registered	77679321 / 3770017
CHG Management, Inc.	FOUNDATION MEDICAL STAFFING	11-NOV-2005 / 24-APR-2007	Registered	78752297 / 3232697
CHG Management, Inc.	RN NETWORK	11-JAN-2007 / 11-SEP-2007	Registered; Section 2(F)	77081478 / 3290177

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
CHG Management, Inc.	RN NETWORK	18-FEB-2004 / 24-MAY-2005	Registered; Supplemental Register	78370253 / 2956184
CHG Management, Inc.	RN NETWORK (and design) 	28-JUN-2012	Pending	85664303
CHG Management, Inc.	THE BEST PEOPLE TO HELP YOU PROVIDE THE BEST HEALTHCARE	19-DEC-2011 / 07-AUG-2012	Registered	85498748 / 4186376
CHG Management, Inc.	TRANSFORMING HEALTHCARE CAREERS	04-OCT-2002 / 16-DEC-2003	Registered	78171227 / 2794760
CHG Management, Inc.	TRANSFORMING HEALTHCARE RECRUITING AND STAFFING	04-OCT-2002 / 16-DEC-2003	Registered	78171219 / 2794759
CHG Management, Inc.	WE ARE THE BEST PEOPLE TO HELP PROVIDE THE BEST HEALTHCARE	20-DEC-2010	Pending; Published	85202012
CHG Management, Inc.	WEATHERBY HEALTHCARE	11-FEB-2011 / 21-AUG-2012	Registered	85239989 / 4195420
CHG Management, Inc.	WEATHERBY HEALTHCARE (and Design) 	11-FEB-2011 / 21-AUG-2012	Registered	85240144 / 4195421

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
CHG Management, Inc.	WEATHERBY LOCUMS	18-OCT-2002 / 16-DEC-2003	Registered	78176058 / 2794781
CHG Management, Inc.	WEATHERBY LOCUMS, INC. (and Design)  	18-OCT-2002 / 25-JAN-2005	Registered	78176051 / 2920592
CHG Management, Inc.	WEATHERBY MEDICAL STAFFING	07-APR-2011	Pending; Published	85289641
CHG Management, Inc.	YOUR WISH IS OUR COMMAND	20-DEC-2010 / 27-MAR-2012	Registered	85202001 / 4119410