

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM345319

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee's Name previously recorded on Reel 004903 Frame 0552. Assignor(s) hereby confirms the SECOND LIEN TRADEMARK SECURITY AGREEMENT.
RESUBMIT DOCUMENT ID:	900324704

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHG MANAGEMENT, INC.		11/19/2012	CORPORATION: DELAWARE
CHG HEALTHCARE SERVICES, INC.		11/19/2012	CORPORATION: DELAWARE
CHG MEDICAL STAFFING, INC.		11/19/2012	CORPORATION: DELAWARE
CHG COMPANIES, INC.		11/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, AS ADMINISTRATIVE AGENT
Street Address:	30 HUDSON STREET
Internal Address:	5TH FLOOR
City:	JERSEY CITY
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	BANK: UNITED STATES

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	
Registration Number:	3246088	DESTINATION HEALTCARE STAFFING
Registration Number:	3381686	DESTINATION HEALTHCARE STAFFING

TRADEMARK

Property Type	Number	Word Mark
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
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
Registration Number:	4195420	WEATHERBY HEALTHCARE
Registration Number:	4195421	WEATHERBY HEALTHCARE
Registration Number:	2794781	WEATHERBY LOCUMS
Registration Number:	2920592	WEATHERBY LOCUMS, INC.
Registration Number:	4119410	YOUR WISH IS OUR COMMAND
Serial Number:	85664303	RNNETWORK
Serial Number:	85202012	WE ARE THE BEST PEOPLE TO HELP PROVIDE T
Serial Number:	85289641	WEATHERBY MEDICAL STAFFING

CORRESPONDENCE DATA

Fax Number: 2128225178

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

Phone: 2125305178

Email: lkass@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy, LLP

Address Line 1: 28 Liberty Street

Address Line 2: c/o Lawrence Kass

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.77200
NAME OF SUBMITTER:	Lawrence Kass
SIGNATURE:	/s/ Lawrence Kass
DATE SIGNED:	06/22/2015

Total Attachments: 12

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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.		11/19/2012	CORPORATION: DELAWARE
CHG HEALTHCARE SERVICES, INC.		11/19/2012	CORPORATION: DELAWARE
CHG MEDICAL STAFFING, INC.		11/19/2012	CORPORATION: DELAWARE
CHG COMPANIES, INC.		11/19/2012	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 STAFFING
Registration Number:	3071672	COMPHEALTH GROUP
Registration Number:	3289680	COMPREHENSIVE HEALTHCARE STAFFING
Registration Number:	3006712	COMPREHENSIVE HEALTHCARE STAFFING
Registration Number:	2794767	
Registration Number:	2659398	
Registration Number:	3246088	DESTINATION HEALTHCARE STAFFING

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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 BEST HEALTHCARE.
Registration Number:	2794760	TRANSFORMING HEALTHCARE CAREERS
Registration Number:	2794759	TRANSFORMING HEALTHCARE RECRUITING AND STAFFING
Serial Number:	85202012	WE ARE THE BEST PEOPLE TO HELP PROVIDE THE BEST HEALTHCARE
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:	11/19/2012

Total Attachments: 9

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TRADEMARK
REEL: 005556 FRAME: 0809

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of November 19, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Goldman Sachs Bank USA, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of November 19, 2012 (as amended, restated, modified or supplemented from time to time, the “**Second Lien Credit Agreement**”), among CHG Buyer Corporation, a Delaware corporation (the “**Borrower**”), CHG Intermediate Corporation, a Delaware corporation (“**Holdings**”), the Lenders party thereto from time to time, Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent and the other agents and arrangers party thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Second Lien Security Agreement dated November 19, 2012, among the Grantors, Holdings and the Collateral Agent (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement and Security Agreement.

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. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of November 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among Barclays Bank PLC, as First Lien Collateral Agent, Goldman Sachs Bank USA, as Second Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement governing

the exercise of any right or remedy by the Collateral Agent, the terms of the Intercreditor Agreement shall govern and control.


[Remainder of this page intentionally left blank]

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

CHG MANAGEMENT, INC., as Grantor

By: 
Name: Sean Dailey
Title: Chief Financial Officer

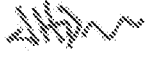
CHG HEALTHCARE SERVICES, INC., as Grantor

By: 
Name: Sean Dailey
Title: Chief Financial Officer

CHG MEDICAL STAFFING, INC., as Grantor


By: 
Name: Sean Dailey
Title: Chief Financial Officer

CHG COMPANIES, INC., as Grantor

By: 
Name: Sean Dailey
Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]




**GOLDMAN SACHS BANK USA, as
Collateral Agent**

By: 
Authorized Signatory



**Robert Ehudin
Authorized Signatory**

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
CHG Management, Inc.	(Design only) 	11-OCT-2002 / 16-DEC-2003	Registered	78173639 / 2794767

<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) 	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
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

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
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
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	WEATHERBY MEDICAL	07-APR-2011	Pending;	85289641

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Management, Inc.	STAFFING		Published	
CHG Management, Inc.	YOUR WISH IS OUR COMMAND	20-DEC-2010 / 27-MAR-2012	Registered	85202001 / 4119410

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]