

12-29-1999

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-31-92
MRD

12-22-99



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101233657

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):

The Chase Manhattan Bank
270 Park Ave.
New York, NY 10017

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

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

2. Name and address of receiving party(ies):

Name: Citicorp USA, Inc.

Internal Address: _____

Street Address: 390 Greenwich St.

City: New York State: NY ZIP: 10013

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

If assignee 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
- Security Agreement
- Other Assignment
- Merger
- Change of Name

Execution Date: December 16, 1999

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Attached.

Additional numbers attached? Yes No

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

Name: Chiann Bao

Internal Address: Cravath, Swaine and Moore

Worldwide Plaza

Street Address: 825 Eighth Ave.

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41):

\$ 190.02

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/29/1999 DNGUYEN 00000002 1344963

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
150.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Chiann Bao

TRADEMARK

December 20, 1999

REEL: 002004 FRAME: 0290

Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Recordation Date</u>	<u>Reel and Frame</u>
Traveling Nurse Corps	1,344,963	5/19/99	001899/0729
TravCorps	1,575,404	5/19/99	001899/0729
Committed to Your Total Satisfaction	1,981,025	5/19/99	001899/0729
Re: Sources	1,965,856	5/19/99	001899/0729
Flex-Traveler	1,897,711	5/19/99	001899/0729
Skycredits	1,915,305	5/19/99	001899/0729
Cejka Full Circle	Trademark application filed with USPTO on October 16, 1998. Application No. 75572586	5/19/99	001899/0729

[NYCorp, 975690.1:4439B:12/16/1999--12:43p]

ASSIGNMENT

THIS ASSIGNMENT (the "*Assignment*"), dated as of December 16, 1999, is made and entered into by THE CHASE MANHATTAN BANK (the "*Assignor*"), in its capacity as Collateral Agent under the Security Agreement dated as of May 14, 1999, among TravCorps Corporation ("*TravCorps*"), Cejka & Company ("*Cejka*") and the Assignor (the "*TravCorp Security Agreement*"), in favor of CITICORP USA, INC. (the "*Assignee*"), in its capacity as Collateral Agent under the Security Agreement dated as of July 29, 1999, as amended and restated as of December 16, 1999, between Cross Country Staffing, Inc. and the Assignee (the "*Cross Country Security Agreement*"). Capitalized terms used herein and not defined herein shall have the meanings assigned to such terms in the TravCorps Security Agreement or the Cross Country Security Agreement, as the context requires.

RECITALS

A. Assignor and TravCorps are parties to the Termination and Release Agreement dated as of December 16, 1999 (the "*Termination and Release Agreement*").

B. The Termination and Release Agreement provides, among other things, for the Assignor to deliver to TravCorps releases and/or assignments of the security interests held by the Assignor, as collateral agent (for the benefit of the Secured Parties), in the trademarks listed in Schedule I hereto.

C. Assignor is the grantee under the TravCorps Security Agreement, for the benefit of the Secured Parties, of a security interest in each of the trademarks listed on Schedule I hereto, in each case, recorded in the U.S. Patent and Trademark Office on the date and at the Reel and Frame listed opposite the registration number of such trademark.

D. TravCorps and Cejka have granted to the Assignee, as collateral agent under the Cross Country Security Agreement, for the benefit of the Secured Parties, a security interest in each of the trademarks listed on Schedule I hereto.

E. Assignor makes and enters into this Assignment for the purpose of confirming and providing record notice of the Termination and Release Agreement and to assign to Assignee, with respect to each of the trademarks listed on Schedule I, all of Assignor's right, title and interest under the Security Agreement.

NOW, THEREFORE, pursuant to and in consideration of the Termination and Release Agreement, record notice of which is hereby given, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, with respect to the trademarks listed on

Schedule L, for the benefit of the Secured Parties, all of Assignor's right, title and interest in, to and under the TravCorps Security Agreement. Such assignment shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of December 16, 1999.

THE CHASE MANHATTAN BANK,

By: *Dawn Lee Lum*

Name:
Title: DAWN LEE LUM
VICE PRESIDENT

CITICORP USA, INC.,

By: _____

Name:
Title:

Consent to this Assignment is hereby acknowledged

TRAVCORPS CORPORATION,

By: _____

Name:
Title:

CEJKA & COMPANY,

By: _____

Name:
Title:

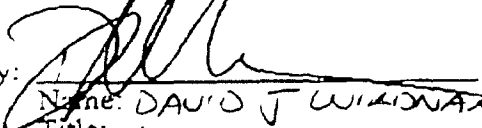
Schedule I, for the benefit of the Secured Parties, all of Assignor's right, title and interest in, to and under the TravCorps Security Agreement. Such assignment shall be effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their respective authorized officers as of December 16, 1999.

THE CHASE MANHATTAN BANK,

By: _____
Name:
Title:

CITICORP USA, INC.,

By: 
Name: DAVID J WILKINSON
Title: ATTORNEY IN FACT

Consent to this Assignment is hereby acknowledged

TRAVCORPS CORPORATION,

By: _____
Name:
Title:

CEJKA & COMPANY,

By: _____
Name:
Title:

STATE OF New York)
COUNTY OF New York)

ss.

On December 16, 1999, before me, Ruby Tulloch, a Notary Public in and for the State of New York, personally appeared Dawn Lee Lum, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Ruby V. Tulloch

(Seal)

RUBY V. TULLOCH
Notary Public, State of New York
No. 60-4769208
Qualified in Westchester County
Commission Expires May 31, 2000

[NYCorp, 975690.1:4438D:12/15/1999--10:22p]