

11-23-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE



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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 11-1501 CCHP, Inc. and MRA Staffing Systems, Inc. [ ] Individual(s) [ ] Association [ ] General Partnership [ ] Limited Partnership [x] Corporation-State Delaware [ ] Other Additional name(s) of conveying party(ies) attached? [ ] Yes [x] No

2. Name and address of receiving party(ies) Name: Cross Country Staffing Internal Address: Suite 200 Street Address: 6551 Park of Commerce Blvd. City: Boca Raton State: FL Zip: 33487 [ ] Individual(s) citizenship [ ] Association [x] General Partnership Delaware [ ] Limited Partnership [ ] Corporation-State [ ] 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 [x] No

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [x] Other General Partnership Agreement Execution Date: May 31, 1996

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,491,664; 1,575,404; 1,892,328; 2,109,800; 2,122,225

Additional number(s) attached [ ] Yes [x] No

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

Name: Jennifer Silver, Esq.

Internal Address: Room 1888

Proskauer Rose LLP

Street Address:

1585 Broadway

10036-8299

City: New York State: NY Zip:

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41) \$ 140.00

[ ] Enclosed

[x] Authorized to be charged to deposit account

8. Deposit account number:

16-2500

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

DO NOT USE THIS SPACE

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.

Jennifer Silver

Name of Person Signing

Signature

November 12 2001

Date

5

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002398 FRAME: 0323

GENERAL PARTNERSHIP AGREEMENT  
OF  
CROSS COUNTRY STAFFING

THIS GENERAL PARTNERSHIP AGREEMENT (this "Agreement") is entered into this 31st day of May, 1996, by and between CCHP, INC., a Delaware corporation ("Cross Country") and MRA Staffing Systems, Inc., a Delaware corporation ("MRA" and together with Cross Country, the "Partners").

EXPLANATORY STATEMENT

Pursuant to the terms of the Joint Venture Agreement, Cross Country and MRA have agreed to transfer their respective businesses to a new general partnership which is to be formed and operated in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the parties, intending legally to be bound, agree as follows:

ARTICLE 1.

DEFINED TERMS

The following capitalized terms shall have the meanings specified in this Section I. Other terms are defined in the text of this Agreement and, throughout this Agreement, those terms shall have the meanings respectively ascribed to them.

"Affiliate" of any Person means any Person, directly or indirectly controlling, controlled by or under common control with such Person.

"Agreement" means this Agreement, as amended from time to time.

"Capital Contribution" means the total amount of cash and the fair market value of any other assets contributed (or deemed contributed under Regulation Section 1.704-1(b)(2)(iv)(d)) to the Partnership by a Partner, net of liabilities assumed or to which the assets are subject.

"Closing" and "Closing Date" have the definitions given such terms in the Joint Venture Agreement.

"Code" means the Internal Revenue Code of 1986, as amended, or any corresponding provision of any succeeding law.

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9.8. Governing Law; Venue. This Agreement and the rights and obligations of the parties hereto shall be governed and construed in accordance with the laws of the State of Delaware. Each of the Partners hereby (a) consents to the exclusive jurisdiction of the United States District Court for the Southern District of Florida (or if jurisdiction is not available therein for any reason then in the courts of the State of Florida, Palm Beach County) for the purpose of compelling arbitration, confirming an arbitration award or in connection with any matter based upon or arising out of this Agreement that is not committed to arbitration, (b) agrees that process may be served upon it (i) in any manner authorized by the laws of such jurisdiction for service upon foreign corporations or individuals and (ii) by mail and (c) waives, and covenants not to assert or plead, any objections which it otherwise might have to such jurisdiction and such process. The parties hereto hereby waive to the fullest extent possible any argument that such jurisdiction, suits and/or venue are inconvenient or otherwise improper.

9.9. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the Person may in the context require.


9.10. Separability of Provisions. Each provision of this Agreement shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

9.11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.


IN WITNESS WHEREOF, the parties have executed, or caused this Agreement to be executed, under seal, as of the date set forth hereinabove.

PARTNERS:

CCHP, INC.

By:   
Name: Joseph A. Bashart  
Title: President + CEO

MRA STAFFING SYSTEMS, INC.

By:   
Name: U.G. Colwell  
Title: DIRECTOR

**Schedule 3.19 - Intangible Personal Property and Computer Software**

- (i) **business names, service marks, trademarks and copyrights  
- see attached**
- (ii) **computer programs, data bases and software - see attached  
lists**

### Current Trademark Registrations

Trade/Service Mark	Serial No.	Filed	Class	Registered
Cross Country Nurses	73-683701	9-8-87	42	6-7-88
Cross Country Therapists	73-783926	3-1-89	35	6-19-90
Cross Country Technologists	73-798736	5-8-89	35	6-26-90
Assignment America	73-818060	8-9-89	35	7-3-90
Cross Country Healthcare Personnel	73-783927	3-1-89	35	6-19-90
Cross Country Staffing	75-061488	2/23/96	35	N/A
Cross Country	8566-8704	3/7/96	35	N/A
Cross Country Healthcare	74-525872	5/17/94	35	5/2/95

### Current Copyright Registrations

Material	Registration No.	Effective Date
OT Skills Checklist	TX 4-065-614	6/5/95
PT Skills Checklist	TX 4-065-616	6/5/95
School Settings Skills Checklist	TX 4-065-615	6/5/95
RT Skills Checklist	TX 4-065-617	6/5/95
OR Skills Checklist	TX 4-086-088	6/5/95
Critical Care Country Staffing	TX 4-086-089	6/5/95
Technologist Skills Checklist	TX 4-124-353	6/5/95
Newborn and Pediatric Skills Checklist	TX 4-124-351	6/5/95
Emergency Room Skills Checklist	TX 4-086-087	6/5/95
Speech Language Pathology Skills Checklist	TX 4-124-354	6/5/95
LDRP Skills Checklist	TX 4-122-097	6/5/95
Medical/Surgical Skills Checklist	TX 4-122-096	6/5/95
Telemetry/PCU Skills Checklist	TX 4-122-352	6/5/95