

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cross Country Healthcare, Inc.		11/10/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wachovia Bank
Street Address:	201 South College Street
Internal Address:	8th Floor
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0680
Entity Type:	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2582007	ASSIGNMENT AMERICA
Registration Number:	2055308	CLINFORCE
Registration Number:	2699586	CROSS COUNTRY
Serial Number:	78267661	CROSS COUNTRY HEALTHCARE
Registration Number:	2973868	CROSS COUNTRY HEALTHCARE
Registration Number:	1491664	CROSS COUNTRY NURSES
Registration Number:	2122225	CROSS COUNTRY STAFFING
Registration Number:	2824372	CROSS COUNTRY TRAVCORPS
Registration Number:	1575404	TRAVCORPS

**CORRESPONDENCE DATA**

Fax Number: (704)353-3239  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 704-331-7539

OP \$240.00 2582007

Email: arhodes@kennedycovington.com  
Correspondent Name: Allyn B. Rhodes  
Address Line 1: 214 N. Tryon Street  
Address Line 2: Hearst Tower, 47th Floor  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13568.148 (E. WOLKOFISKY)
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NAME OF SUBMITTER:	Allyn B. Rhodes
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Signature:	/allyn b rhodes/
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Date:	11/15/2005
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Total Attachments: 6  
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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement** (this "Agreement") dated as of November 10, 2005 by and between CROSS COUNTRY HEALTHCARE, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 6551 Park of Commerce Blvd., NW, Boca Raton, Florida, 33487, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of November 10, 2005 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and between Cross Country Healthcare, Inc., as the Borrower, the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Collateral Agreement dated as of November 10, 2005 by and among Cross Country Healthcare, Inc., certain of its Subsidiaries party thereto, including the Grantor and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;
- (ii) each Trademark License, including, without limitation, each Trademark License described on Schedule B;
- (iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark or Trademark registration, including, without limitation, any Trademark or Trademark registration described on Schedule A or under any Trademark licensed under any Trademark License, including, without limitation, any Trademark License described on Schedule B, (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark License or (c) breach or enforcement of any Trademark License; and
- (iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event

that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 10th day of November, 2005.

CROSS COUNTRY HEALTHCARE, INC.,  
as Grantor

By: Susan Ball  
Name: SUSAN E. BALL  
Title: Assistant Secretary

ACKNOWLEDGMENT

STATE OF Florida  
COUNTY OF Palm Beach

I, Stephanie Roe Papoulis, a Notary Public for said County and State, do hereby certify that Susan Ball personally appeared before me this day and stated that (s)he is Asst. Secretary of Cross Country Healthcare, Inc. and acknowledged, on behalf of Cross Country Healthcare, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 10th day of November, 2005

Stephanie Roe Papoulis  
Notary Public

My commission expires:

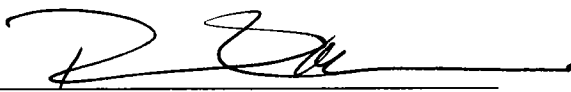
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[Signature Pages Continue]

Agreed and Accepted as of the  
10<sup>th</sup> day of November, 2005.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 

Name: Richard L. Nelson

Title: Vice President

Schedule A to Trademark Security Agreement

<b>Domestic Trademarks</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Filing Date</b>	<b>Application Number</b>
Assignment America & Design	Cross Country Healthcare, Inc.	2,582,007	6/18/2002	7/31/2001	76/292,885
ClinForce	Cross Country Healthcare, Inc.	2,055,308	4/22/1997	6/7/1996	75/116,063
Cross Country & Design	Cross Country Healthcare, Inc.	2,699,586	3/25/2003	7/31/2001	76/292,887
Cross Country Healthcare & Design	Cross Country Healthcare, Inc.			6/26/2003	78/267,661
Cross Country Healthcare	Cross Country Healthcare, Inc.	2,973,868	7/19/2005	10/1/2003	78/307,954
Cross Country Nurses	Cross Country Healthcare, Inc. (security interest to Heller Financial Inc. in 1991)	1,491,664	6/7/1988	9/8/1987	73/683,701
Cross Country Staffing	Cross Country Healthcare, Inc.	2,122,225	12/16/1997	2/23/1996	75/061,488
Cross Country Travcorps & Design	Cross Country Healthcare, Inc.	2,824,372	3/23/2004	7/31/2001	76/292,886
Travcorps	Cross Country Healthcare, Inc.	1,575,404	1/2/1990	7/20/1987	73/672,987

Schedule B to Trademark Security Agreement

**TRADEMARK LICENSES**

NONE