

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
MEDSTAFF, INC.		11/10/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	WACHOVIA BANK, NATIONAL ASSOCIATION		
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		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Serial Number:	78546577	MEDSTAFF HEALTHCARE SOLUTIONS THE DIFFERENCE IS IN THE DETAILS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(704)353-3239		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-331-7539		
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)		
NAME OF SUBMITTER:	Allyn B. Rhodes		
Signature:	/allyn b. rhodes/		

OP \$40.00 78546577

Date:

11/15/2005

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement** (this "Agreement") dated as of November, 10, 2005 by and between MEDSTAFF, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 297 South Newtown Street Road, Newtown Square, Pennsylvania, 19073, 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.

MEDSTAFF, INC., as Grantor

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

ACKNOWLEDGMENT

STATE OF Florida  
COUNTY OF Palm Beach

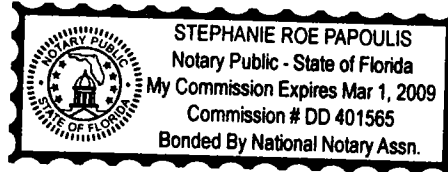
I, Stephanie Roe Papoulis, a Notary Public for said County and State, do hereby certify that Susan Ball personally appeared before me this day and stated that (s)he is Secretary of MedStaff, Inc. and acknowledged, on behalf of MedStaff, Inc. the due execution of the foregoing instrument.

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

Stephanie Roe Papoulis  
Notary Public

My commission expires:


3/1/09



[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>
MedStaff Healthcare Solutions The Difference Is In The Details & Design	MEDStaff, Inc.			1/12/2005	78/546,577

Schedule B to Trademark Security Agreement

**TRADEMARK LICENSES**

NONE