

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Metropolitan Research Associates, Inc.		06/01/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77019111	METROPOLITAN RESEARCH ASSOCIATES	
CORRESPONDENCE DATA			
Fax Number:	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704 331 5792		
Email:	dmillard@kennedycovington.com		
Correspondent Name:	Karl S. Sawyer, Jr.		
Address Line 1:	214 N Tryon St, Hearst Tower, 47th Floor		
Address Line 2:	Kennedy Covington Lobdell & Hickman, LLP		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	13568.148 CROSSCOUNTRYHC		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/Karl S. Sawyer, Jr./		

OP \$40.00 77019111

Date:

06/15/2007

Total Attachments: 6

source=MMetroRsrchAssocTMSecAgmt#page1.tif

source=MMetroRsrchAssocTMSecAgmt#page2.tif

source=MMetroRsrchAssocTMSecAgmt#page3.tif

source=MMetroRsrchAssocTMSecAgmt#page4.tif

source=MMetroRsrchAssocTMSecAgmt#page5.tif

source=MMetroRsrchAssocTMSecAgmt#page6.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of June 1, 2007 by and between Metropolitan Research Associates, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 666 Third Avenue, 19th Floor, New York, New York 10017 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th 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 date first written above.

METROPOLITAN RESEARCH ASSOCIATES,
INC., as Grantor

By: Susi Palle
Name: Susan E. Ball
Title: Secretary

ACKNOWLEDGMENT

STATE OF FLORIDA

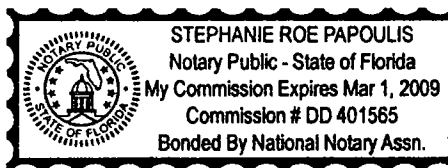
COUNTY OF PALM BEACH

I, Stephanie Papoulis, a Notary Public for said County and State, do hereby certify that Susan E. Ball, personally appeared before me this day and stated that she is Secretary of Metropolitan Research Associates, Inc. and I acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 1st day of June, 2007.

Stephanie Papoulis
Notary Public

My commission expires:
3/1/09



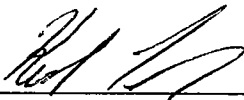
[Signature Pages Continue]

[Trademark Security Agreement]

TRADEMARK
REEL: 003562 FRAME: 0323

Agreed and Accepted as of the
1st day of June, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By:  _____

Name: Kirk Tesch
Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
Metropolitan Research Associates	77/019,111	10/11/2006	Pending	N/A

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None