

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Med-Staff, Inc.		09/09/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1525 West W.T. Harris Boulevard		
Internal Address:	NC0680		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3391381	MEDSTAFF HEALTHCARE SOLUTIONS	
Serial Number:	77218680	MEDSTAFF HEALTHCARE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7043507729		
Email:	bsmith@winston.com		
Correspondent Name:	James W. Ewing		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	80393.07097		
NAME OF SUBMITTER:	James W. Ewing		

CH 3391381 \$65.00

Signature:

/James W. Ewing/

Date:

09/12/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 9th, 2008 by and between Med-Staff, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 6551 Park of Commerce Blvd, Boca Raton, Florida 33487 and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at NCO680 1525 West W.T. Harris Blvd, Charlotte, NC 28262 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 "Amended and Restated 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.

MED-STAFF, INC., as Grantor

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

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

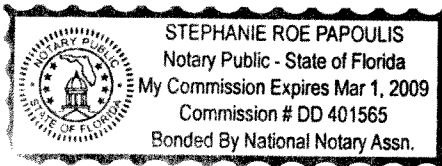
I, Stephanie Papoulis, a Notary Public for said County and State, do hereby certify that Susan E. Ball, personally appeared before me this day and stated that she is Secretary of Med-Staff, Inc., and I acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 9th day of September, 2008.

Stephanie Roe Papoulis
Notary Public

My commission expires:

3/1/09



[Signature Pages Continue]

Agreed and Accepted as of the
9th day of September, 2008.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name: Kirk Tesch

Title: Vice President

Schedule A to Trademark Security Agreement

TRADEMARKS

<u>Trade</u> <u>mark</u>	<u>Reg. or</u> <u>Serial No.</u>	<u>Reg. or</u> <u>Filing Date</u>	<u>Affidavit</u> <u>of use</u>	<u>Renewal</u> <u>Due</u>
Med-Staff Healthcare Solutions	3,391,381	6/29/2007	3/4/08	N/A

Application
No.

Med-Staff Healthcare Solutions

77/218,680

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None