

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cross Country Travcorps, Inc.		09/09/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	1525 West W. T. Harris Boulevard		
<b>Internal Address:</b>	NC0680		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77278066	CROSS COUNTRY UNIVERSITY EST 1995	
<b>Serial Number:</b>	77291501	CRU48 CRISIS RESPONSE UNIT	
<b>Serial Number:</b>	77276809	I I TRAVEL CCTC	
<b>Serial Number:</b>	77277738	THE FORUM ON HEALTH CARE LEADERSHIP	
<b>Serial Number:</b>	77277925	THE FORUM ON HEALTH CARE LEADERSHIP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(704) 350-7729		
<b>Email:</b>	bsmith@winston.com		
<b>Correspondent Name:</b>	James W. Ewing		
<b>Address Line 1:</b>	Winston & Strawn LLP, 214 N. Tryon St.		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		

CH \$140.00 77278066

ATTORNEY DOCKET NUMBER:	80393.07097
NAME OF SUBMITTER:	James W. Ewing
Signature:	/James W. Ewing/
Date:	09/12/2008
Total Attachments: 6 source=TSA - Travcorps#page1.tif source=TSA - Travcorps#page2.tif source=TSA - Travcorps#page3.tif source=TSA - Travcorps#page4.tif source=TSA - Travcorps#page5.tif source=TSA - Travcorps#page6.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 9th, 2008 by and between Cross Country Travcorps, 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 Amended and Restated 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.

CROSS COUNTRY TRAVCORPS, INC., as  
Grantor

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

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

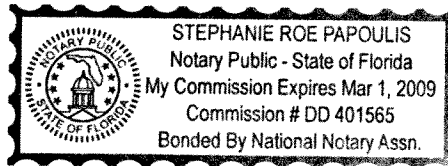
I, Stephanie Papoulis, a Notary Public for said County and State, do hereby certify that Susan E. Ball, personally appeared before me this day and stated that she is Assistant Secretary of Cross Country Travcorps, Inc., and I acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 14<sup>th</sup> day of September, 2008.

Stephanie Roe Papoulis  
Notary Public

My commission expires:

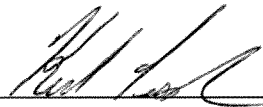
3/1/09



[Signature Pages Continue]

Agreed and Accepted as of the  
9<sup>th</sup> 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>Trademarks</u>	<u>Reg. or Serial No.</u>	<u>Reg. or Filing Date</u>	<u>Affidavit of use</u>	<u>Renewal Due</u>
Cross Country University & Design	Pending	9/12/2007	Pending	N/A
CRU48 Crisis Response Unit	Pending	9/28/2007	Pending	N/A
ITRAVEL CCTC & Design	Pending	9/11/2007	Pending	N/A
Forum on Healthcare Leadership	Pending	9/17/2007	Pending	N/A
Forum on Healthcare Leadership & Design	Pending	9/12/2007	Pending	N/A

	<u>Application #</u>
Cross Country University & Design	77/278,066
CRU48 Crisis Response Unit	77/291,501
ITRAVEL CCTC & Design	77/276,809
Forum on Healthcare Leadership	77/277,738
Forum on Healthcare Leadership & Design	77/277,925

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None