

**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>
MDA Holdings, Inc.		09/19/2008	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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2535014	MEDICAL DOCTOR ASSOCIATES	
Registration Number:	2611180	MEDICAL DOCTOR ASSOCIATES	
<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		
<b>ATTORNEY DOCKET NUMBER:</b>	80393.07097		
<b>NAME OF SUBMITTER:</b>	James W. Ewing		

CH \$65.00 2535014

Signature:

/James W. Ewing/

Date:

09/19/2008

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 19, 2008 by and between MDA Holdings, 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 and Restated as of September 9, 2008 (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.

MDA HOLDINGS, INC., as Grantor

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

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

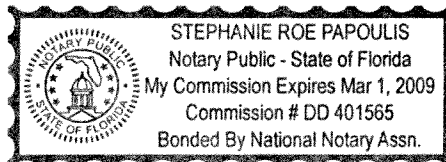
I, Stephanie Papoulis, a Notary Public for said County and State, do hereby certify that Susan E. Ball, personally appeared before me this day and stated that she is Secretary of MDA Holdings, Inc., and I acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 19th day of September, 2008.

Stephanie Roe Papoulis  
Notary Public

My commission expires:

3/1/09




[Signature Pages Continue]

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003856 FRAME: 0665**

Agreed and Accepted as of the  
19<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>
Medical Doctor Associates, Inc.	2535014	1/29/2002		N/A
Medical Doctor Associates, Inc. and Design	2611180	8/27/2002		N/A
	<u>Application #</u>			
Medical Doctor Associates, Inc.	75773797			
Medical Doctor Associates, Inc. and Design	75774654			

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None