

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank		12/20/2006	Bank:

RECEIVING PARTY DATA	
Name:	CHG Management, Inc.
Street Address:	4021 South 700 East, Suite 300
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84107
Entity Type:	CORPORATION: DELAWARE
Name:	CHG Healthcare Services, Inc.
Street Address:	4021 South 700 East, Suite 300
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84107
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1426819	COMPHEALTH
Registration Number:	1466512	WEATHERBY HEALTH CARE
Registration Number:	1523978	GROUP ONE ANESTHESIA
Serial Number:	75225950	POWER 300
Registration Number:	2487190	TRANSFORM YOUR HEALTH CAREER
Registration Number:	3071672	COMPHEALTH GROUP
Registration Number:	2794759	TRANSFORMING HEALTHCARE RECRUITING AND STAFFING
Registration Number:	2794760	TRANSFORMING HEALTHCARE CAREERS

Registration Number:	2788832	GROUP ONE THERAPY
Registration Number:	2794767	
Registration Number:	2980710	COMPHEALTH
Registration Number:	2920592	WEATHERBY LOCUMS, INC.
Registration Number:	2794781	WEATHERBY LOCUMS
Serial Number:	78189275	GECKO
Registration Number:	3006712	COMPREHENSIVE HEALTHCARE STAFFING
Registration Number:	2817586	HEXTITE
Registration Number:	3246088	DESTINATION HEALTHCARE STAFFING
Serial Number:	78276959	CLINICAL ON PREMISE
Registration Number:	2659398	
Registration Number:	2880520	THE LEADER IN LOCUM TENENS STAFFING

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	749999
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	10/07/2008

Total Attachments: 6
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY


To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): JPMORGAN CHASE BANK <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>CHG MANAGEMENT, INC.</u> Internal Address: _____ Street Address: <u>4021 South 700 East, Suite 300</u> City: <u>Salt Lake City</u> State: <u>UT</u> Zip: <u>84107</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small>
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Trademark Release Agreement</u> Execution Date: <u>12/20/2006</u>	

4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See Schedule I</u> B. Trademark Registration No.(s) <u>See Schedule I</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Sakina Karkat</u> Internal Address: <u>Cahill Gordon & Reindel LLP</u> Street Address: <u>80 Pine Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10005</u>	6. Total number of applications and registrations involved: 20 7. Total fee (37 CFR 3.41): _____ \$ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____
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DO NOT USE THIS SPACE

9. Signature. <u>Sakina Karkat</u> Name of Person Signing	 Signature	<u>October 7, 2008</u> Date
<small>Total number of pages including cover sheet, attachments, and document.</small> 6		

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Addendum to Cover Page of Trademark Release Cover Page

I. Name of Receiving party(ies)

CHG Healthcare Services, Inc., a Delaware Corporation
4021 South 700 East, Suite 300
Salt Lake City, UT 84107

RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October [3], 2008, effective as of December 20, 2006 granted by JPMORGAN CHASE BANK, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent") in favor of CHG Management, Inc. and CHG Healthcare Services, Inc.(each a "Pledgor" and collectively the "Pledgors").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of December 29, 2004 between the Pledgors and the Collateral Agent (the "Security Agreement"; all capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement), the Pledgor granted to the Collateral Agent a continuing security interest in all of its right, title and interest in and to the Trademarks including, without limitation, the Trademark registrations and applications set forth on Schedule I hereto together with the goodwill associated therewith (collectively, the "Trademarks");

WHEREAS the Security Agreement relating to the Trademarks has been recorded with the Assignments Division of the U.S. Patent and Trademark Office on February 12, 2004 at Reel 2913 and Frame 0077; and

WHEREAS the Pledgors have paid all of its outstanding indebtedness under the Credit Agreement which is secured by the Security Agreement and has requested that the Collateral Agent release its security interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks, without warranty or recourse of any kind.

If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to the Pledgors. The Collateral Agent shall take all further actions, and provide to the Pledgor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgor to more fully and effectively effectuate the purposes of this Release.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Collateral Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

JPMORGAN CHASE BANK
as Collateral Agent,

By:  _____

Name: Dawn L. [unclear]
Title: Executive Director

SCHEDULE 1
to
RELEASE OF INTEREST IN TRADEMARKS

<u>Serial No.</u>	<u>Registration No.</u>
73588192	1426819
73620483	1466512
73731278	1523978
75225950	None
76039774	2487190
78017717	265938
78167572	3071672
78171219	2794759
78171227	2794760
78173613	2788832
78173639	2794767
78173659	2980710
78176051	2920592
78176058	2794781
78176063	28880520
78189275	None
78241880	3006712
78244933	2817586
78245000	3246088

78276959

None