

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHG Management, Inc.		12/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Administrative Agent		
Street Address:	2 Penns Way		
Internal Address:	Suite 100		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Association:		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	1426819	COMPHEALTH	
Registration Number:	1466512	WEATHERBY HEALTH CARE	
Registration Number:	1523978	GROUP ONE ANESTHESIA	
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	
Registration Number:	2880520	THE LEADER IN LOCUM TENENS STAFFING	

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TRADEMARK
REEL: 003871 FRAME: 0941

Registration Number:	2659398	
Registration Number:	3006712	COMPREHENSIVE HEALTHCARE STAFFING
Registration Number:	2817586	HEXTITE
Registration Number:	3246088	DESTINATION HEALT CARE STAFFING
Registration Number:	3290177	RN NETWORK
Registration Number:	3242988	CHG
Registration Number:	3232697	FOUNDATION MEDICAL STAFFING
Registration Number:	2922650	COMPHEALTH COMPREHENSIVE HEALTHCARE STAFFING
Registration Number:	2956184	RN NETWORK

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 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:	504274
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	10/16/2008

Total Attachments: 8

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Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated and effective as of December 20, 2006, signed as of October [5], 2008 by CHG Management, Inc. and CHG Healthcare Services, Inc. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CITIBANK, N.A., in its capacity as administrative agent pursuant to the Second Lien Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement dated as of December 20, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Second Lien Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Second Lien Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Second Lien Trademark Security Agreement.

SECTION 5. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Second Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CHG HEALTHCARE SERVICES, INC.

By: [Signature]
Name: SEAN DAVENY
Title: CFO

CHG MANAGEMENT, INC.

By: [Signature]
Name: SEAN DAVENY
Title: CFO

Accepted and Agreed:

CITIBANK, N.A.,
as Administrative Agent

By: 
Name: _____
Title: Rob Ziemer
Vice President

By: _____
Name: _____
Title: _____

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT

<u>Serial No.</u>	<u>Registration No.</u>
73588192	1426819
73620483	1466512
73731278	1523978
76039774	2487190
78017717	265938
78167572	3071672
78171219	2794759
78171227	2794760
78173613	2788832
78173639	2794767
78173659	2980710
78176051	2920592
78176058	2794781
78176063	28880520
78189275	2659398
78241880	3006712
78244933	2817586
78245000	3246088
77081478	3290177
78651975	3242998

78752297

3232697

78245000

3246088

78244993

2922650

78370253

2956184