

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cross Country Staffing, Inc.	FORMERLY Cross Country Travcorps, Inc.	07/10/2012	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association, as Administrative Agent
<b>Street Address:</b>	1525 West W.T. Harris Blvd.
<b>Internal Address:</b>	MAC D1109-019
<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

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	3526484	CROSS COUNTRY UNIVERSITY EST 1995
Registration Number:	2149757	NOVAPRO
Registration Number:	3805203	I TRAVEL CCTC
Registration Number:	3625241	THE FORUM ON HEALTH CARE LEADERSHIP
Registration Number:	3475268	CRU48 CRISIS RESPONSE UNIT

**CORRESPONDENCE DATA**

Fax Number: 7043432300  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 Phone: (704) 373-4640  
 Email: bsmith@mcguirewoods.com  
 Correspondent Name: Betty G. Smith, Senior Paralegal  
 Address Line 1: McGuireWoods LLP, 201 N. Tryon St.  
 Address Line 2: Suite 3000

OP \$140.00 3526484

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2029724-0494

NAME OF SUBMITTER: Betty G. Smith

Signature: /Betty G. Smith/

Date: 07/13/2012

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 10, 2012 by and between CROSS COUNTRY STAFFING, INC., (f/k/a 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 WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., MAC D1109-019, 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 July 10, 2012 (as amended, restated, supplemented or otherwise modified, the "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 July 10, 2012 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.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CROSS COUNTRY STAFFING, INC.,  
as Grantor

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

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, LARISA MASLIC 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 Cross Country Staffing, Inc., and I acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this 3 day of JULY, 2012.

Larisa Maslic  
Notary Public

My commission expires:

6-22-16



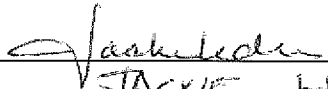
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Trademark Security Agreement  
Cross Country Staffing, Inc.  
Signature Page

TRADEMARK  
REEL: 004820 FRAME: 0364

Agreed and Accepted as of the  
10<sup>th</sup> day of July, 2012.

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Name: JACKIE LEDA  
Title: SP

Schedule A to Trademark Security Agreement

TRADEMARKS

<b>Domestic Trademarks</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Filing Date</b>	<b>Application Number</b>
Cross Country University Est. 1995	Cross Country Staffing, Inc.	3,526,484	11/4/2008	(allowed)	77/278,066
NovaPro	Cross Country Staffing, Inc.	2,149,757	4/7/1998	7/17/1996	75/135,386
CRU48 Crisis Response Unit	Cross Country Staffing, Inc.	3,475,268	7/29/2008	9/28/2007	77/291,501
IITravel CCTC	Cross Country Staffing, Inc.	3,805,203	6/22/2010	9/11/2007	77/276,809
The Forum on Healthcare Leadership	Cross Country Staffing, Inc.	3,625,241	5/26/2009	9/12/2007	77/277,738

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

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