

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cross Country Education, LLC		07/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4070252	CROSS COUNTRY PUBLISHING	
Registration Number:	3519153	CROSS COUNTRY EDUCATION	
CORRESPONDENCE DATA			
Fax Number:	7043432300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
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		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2029724-0494		
NAME OF SUBMITTER:	Betty G. Smith		

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Signature:	/Betty G. Smith/
Date:	07/13/2012
Total Attachments: 5 source=Cross Country Education, LLC-Trademark Security Agreement (2012)#page1.tif source=Cross Country Education, LLC-Trademark Security Agreement (2012)#page2.tif source=Cross Country Education, LLC-Trademark Security Agreement (2012)#page3.tif source=Cross Country Education, LLC-Trademark Security Agreement (2012)#page4.tif source=Cross Country Education, LLC-Trademark Security Agreement (2012)#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 10, 2012 by and between CROSS COUNTRY EDUCATION, LLC, a Delaware limited liability company (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.

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

CROSS COUNTRY EDUCATION, LLC,
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 Education, LLC, 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:

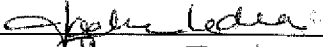
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[Signature Pages Continue]

Agreed and Accepted as of the
10th day of July, 2012.

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: JACKIE LEDA
Title: SVP

Schedule A to Trademark Security Agreement

TRADEMARKS

Domestic Trademarks	Owner	Registration Number	Registration Date	Filing Date	Application Number
Cross Country Publishing & Design	Cross Country Education, LLC	4,070,252	12/13/11	4/25/11	85/303,981
Cross Country Education Design	Cross Country Education, LLC	3,519,153	10/21/08	9/11/07	77/276,680

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

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