

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 Healthcare, Inc.		07/10/2012	CORPORATION: 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: 11

Property Type	Number	Word Mark
Registration Number:	2582007	ASSIGNMENT AMERICA
Registration Number:	2055308	CLINFORCE
Registration Number:	3505760	NURSE MANAGER BOOT CAMP
Registration Number:	2699586	CROSS COUNTRY
Registration Number:	3077370	CROSS COUNTRY HEALTHCARE
Registration Number:	2973868	CROSS COUNTRY HEALTHCARE
Registration Number:	1491664	CROSS COUNTRY NURSES
Registration Number:	2122225	CROSS COUNTRY STAFFING
Registration Number:	2824372	CROSS COUNTRY TRAVCORPS
Registration Number:	1575404	TRAVCORPS
Registration Number:	3465112	METROPOLITAN RESEARCH ASSOCIATES

CORRESPONDENCE DATA

Fax Number: 7043432300

OP \$290.00 2582007

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
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 HEALTHCARE, 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 the Grantor, certain of its Subsidiaries party thereto 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.

CROSS COUNTRY HEALTHCARE, 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 Healthcare, 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



[Signature Pages Continue]

Trademark Security Agreement
Cross Country Healthcare, Inc.
Signature Page

TRADEMARK
REEL: 004820 FRAME: 0805

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: [Signature]
Name: STARRIE LEON
Title: SVP

Schedule A to Trademark Security Agreement

TRADEMARKS

Domestic Trademarks	Owner	Registration Number	Registration Date	Filing Date	Application Number
Assignment <America> & Design	Cross Country Healthcare, Inc.	2,582,007	6/18/2002	7/31/2001	76/292,885
ClinForce	Cross Country Healthcare, Inc.	2,055,308	4/22/1997	6/7/1996	75/116,063
Nurse Manager Boot Camp	Cross Country Healthcare, Inc.	3,505,760	9/23/2008	9/25/06	77/006,421
Cross Country & Design of ball	Cross Country Healthcare, Inc.	2,699,586	3/25/2003	7/31/2001	76/292,887
Cross Country <Healthcare> & Design	Cross Country Healthcare, Inc.	3,077,370	4/4/2006	6/26/2003	78/267,661
Cross Country Healthcare	Cross Country Healthcare, Inc.	2,973,868	7/19/2005	10/1/2003	78/307,954
Cross Country Nurses	Cross Country Healthcare, Inc.	1,491,664	6/7/1988	9/8/1987	73/683,701
Cross Country Staffing	Cross Country Healthcare, Inc.	2,122,225	12/16/1997	2/23/1996	75/061,488
Cross Country Travcorps & Design	Cross Country Healthcare, Inc.	2,824,372	3/23/2004	7/31/2001	76/292,886
Travcorps	Cross Country Healthcare, Inc.	1,575,404	1/2/1990	7/20/1987	73/672,987
Metropolitan Research Associates	Cross Country Healthcare, Inc.	3,465,112	7/15/2008	10/11/2006	77/019,111

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

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