

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Local Staff, LLC		07/10/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3391381	MEDSTAFF HEALTHCARE SOLUTIONS	
<b>Registration Number:</b>	3166331	MEDSTAFF HEALTHCARE SOLUTIONS THE DIFFERENCE IS IN THE DETAILS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043432300		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(704) 373-4640		
<b>Email:</b>	bsmith@mcguirewoods.com		
<b>Correspondent Name:</b>	Betty G. Smith, Senior Paralegal		
<b>Address Line 1:</b>	McGuireWoods LLP, 201 N. Tryon St.		
<b>Address Line 2:</b>	Suite 3000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	2029724-0494		

OP \$65.00 3391381

NAME OF SUBMITTER:	Betty G. Smith
Signature:	/Betty G. Smith/
Date:	07/13/2012
<b>Total Attachments: 5</b> source=Local Staff, LLC Trademark Security Agreement (2012)#page1.tif source=Local Staff, LLC Trademark Security Agreement (2012)#page2.tif source=Local Staff, LLC Trademark Security Agreement (2012)#page3.tif source=Local Staff, LLC Trademark Security Agreement (2012)#page4.tif source=Local Staff, LLC Trademark Security Agreement (2012)#page5.tif	

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of July 10, 2012 by and between LOCAL STAFF, LLC, (f/k/a Med-Staff, Inc.), 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.

LOCAL STAFF, 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 Local Staff, 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:

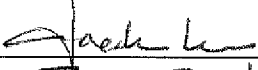
6-22-16



[Signature Pages Continue]

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 LOBA  
Title: SVP

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>
MedStaff Healthcare Solutions	Local Staff, LLC	3,391,381	3/4/2008	6/29/2007	77/218,680
MedStaff Healthcare Solutions The Difference Is In The Details (stylized)	Local Staff, LLC	3,166,331	10/31/2006	1/12/2005	78/546,577

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

None

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