

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. | | 11/19/2012 | CORPORATION: DELAWARE |
| CHG HEALTHCARE SERVICES, INC. | | 11/19/2012 | CORPORATION: DELAWARE |
| CHG MEDICAL STAFFING, INC. | | 11/19/2012 | CORPORATION: DELAWARE |
| CHG COMPANIES, INC. | | 11/19/2012 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | BARCLAYS BANK PLC | | |
| Street Address: | 745 SEVENTH AVENUE | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | PLC: UNITED KINGDOM | | |
| PROPERTY NUMBERS Total: 28 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3242988 | CHG | |
| Registration Number: | 3263077 | CHG HEALTHCARE SERVICES | |
| Registration Number: | 3993921 | COMPHEALTH | |
| Registration Number: | 1426819 | COMPHEALTH | |
| Registration Number: | 2922650 | COMPHEALTH COMPREHENSIVE HEALTHCARE STAFFING | |
| Registration Number: | 3071672 | COMPHEALTH GROUP | |
| Registration Number: | 3289680 | COMPREHENSIVE HEALTHCARE STAFFING | |
| Registration Number: | 3006712 | COMPREHENSIVE HEALTHCARE STAFFING | |
| Registration Number: | 2794767 | | |
| Registration Number: | 2659398 | | |
| Registration Number: | 3246088 | DESTINATION HEALTHCARE STAFFING | |

CH \$715.00 3242988

| | | |
|----------------------|----------|--|
| Registration Number: | 3381686 | DESTINATION HEALTHCARE STAFFING |
| Registration Number: | 3495091 | DESTINATION LOCUM TENENS |
| Registration Number: | 3770017 | FOLLOW THE GECKO |
| Registration Number: | 3232697 | FOUNDATION MEDICAL STAFFING |
| Registration Number: | 3290177 | RN NETWORK |
| Registration Number: | 2956184 | RN NETWORK |
| Serial Number: | 85664303 | RNNETWORK |
| Registration Number: | 4186376 | THE BEST PEOPLE TO HELP YOU PROVIDE THE BEST HEALTHCARE. |
| Registration Number: | 2794760 | TRANSFORMING HEALTHCARE CAREERS |
| Registration Number: | 2794759 | TRANSFORMING HEALTHCARE RECRUITING AND STAFFING |
| Serial Number: | 85202012 | WE ARE THE BEST PEOPLE TO HELP PROVIDE THE BEST HEALTHCARE |
| Registration Number: | 4195420 | WEATHERBY HEALTHCARE |
| Registration Number: | 4195421 | WEATHERBY HEALTHCARE |
| Registration Number: | 2794781 | WEATHERBY LOCUMS |
| Registration Number: | 2920592 | WEATHERBY LOCUMS, INC. |
| Serial Number: | 85289641 | WEATHERBY MEDICAL STAFFING |
| Registration Number: | 4119410 | YOUR WISH IS OUR COMMAND |

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: lrizzo@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: One Chase Manhattan Plaza

Address Line 4: NEW YORK, NEW YORK 10005

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 30045.42204 |
| NAME OF SUBMITTER: | Chris L. Holm |
| Signature: | /Chris L. Holm/ |
| Date: | 11/19/2012 |

Total Attachments: 9

source=Second Lien Trademark Security Agreement#page1.tif

source=Second Lien Trademark Security Agreement#page2.tif

source=Second Lien Trademark Security Agreement#page3.tif

TRADEMARK
REEL: 004903 FRAME: 0553

source=Second Lien Trademark Security Agreement#page4.tif
source=Second Lien Trademark Security Agreement#page5.tif
source=Second Lien Trademark Security Agreement#page6.tif
source=Second Lien Trademark Security Agreement#page7.tif
source=Second Lien Trademark Security Agreement#page8.tif
source=Second Lien Trademark Security Agreement#page9.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of November 19, 2012, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Goldman Sachs Bank USA, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of November 19, 2012 (as amended, restated, modified or supplemented from time to time, the “**Second Lien Credit Agreement**”), among CHG Buyer Corporation, a Delaware corporation (the “**Borrower**”), CHG Intermediate Corporation, a Delaware corporation (“**Holdings**”), the Lenders party thereto from time to time, Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent and the other agents and arrangers party thereto. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement.

Whereas, as a condition precedent to the Lenders extension of such credit, each Grantor has executed and delivered that certain Second Lien Security Agreement dated November 19, 2012, among the Grantors, Holdings and the Collateral Agent (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Second Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in, to and under the Trademarks, including the Trademarks set forth on Schedule A attached hereto; provided that, in no event shall any security interest be granted in any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under

applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreement, dated as of November 19, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Intercreditor Agreement**”) among Barclays Bank PLC, as First Lien Collateral Agent, Goldman Sachs Bank USA, as Second Lien Collateral Agent, and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement governing

the exercise of any right or remedy by the Collateral Agent, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of this page intentionally left blank]

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

CHG MANAGEMENT, INC., as Grantor

By: 
Name: Sean Dailey
Title: Chief Financial Officer


CHG HEALTHCARE SERVICES, INC., as Grantor

By: 
Name: Sean Dailey
Title: Chief Financial Officer

CHG MEDICAL STAFFING, INC., as Grantor


By: 
Name: Sean Dailey
Title: Chief Financial Officer

CHG COMPANIES, INC., as Grantor

By: 
Name: Sean Dailey
Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]




GOLDMAN SACHS BANK USA, as
Collateral Agent

By: 
Authorized Signatory


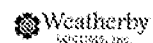
Robert Ehudin
Authorized Signatory

SCHEDULE A

| <u>Grantor</u> | <u>Title</u> | <u>Filing Date/Issued Date</u> | <u>Status</u> | <u>Application/Registration No.</u> |
|-------------------------------|--|--------------------------------|-----------------------------------|-------------------------------------|
| CHG Management, Inc. | CHG | 16-JUN-2005 / 15-MAY-2007 | Registered | 78651975 / 3242988 |
| CHG Healthcare Services, Inc. | CHG HEALTHCARE SERVICES | 09-JAN-2006 / 10-JUL-2007 | Registered | 78787968 / 3263077 |
| CHG Management, Inc. | COMPHEALTH | 20-DEC-2010 / 12-JUL-2011 | Registered | 85202021 / 3993921 |
| CHG Management, Inc. | COMPHEALTH | 17-MAR-1986 / 27-JAN-1987 | Registered; Renewed | 73588192 / 1426819 |
| CHG Management, Inc. | COMPHEALTH COMPREHENSIVE HEALTHCARE STAFFING (and Design)  | 02-MAY-2003 / 01-FEB-2005 | Registered | 78244993 / 2922650 |
| CHG Management, Inc. | COMPHEALTH GROUP | 24-SEP-2002 / 21-MAR-2006 | Registered | 78167572 / 3071672 |
| CHG Management, Inc. | COMPREHENSIVE HEALTHCARE STAFFING | 22-NOV-2006 / 11-SEP-2007 | Registered; Section 2(F) | 77049710 / 3289680 |
| CHG Management, Inc. | COMPREHENSIVE HEALTHCARE STAFFING | 24-APR-2003 / 11-OCT-2005 | Registered; Supplemental Register | 78241880 / 3006712 |
| CHG Management, Inc. | (Design only)  | 11-OCT-2002 / 16-DEC-2003 | Registered | 78173639 / 2794767 |

| <u>Grantor</u> | <u>Title</u> | <u>Filing Date/Issued Date</u> | <u>Status</u> | <u>Application/Registration No.</u> |
|-------------------------------|---|--------------------------------|-----------------------------------|-------------------------------------|
| CHG Management, Inc. | (Design only)  | 20-JUL-2000 / 10-DEC-2002 | Registered | 78017717 / 2659398 |
| CHG Management, Inc. | DESTINATION HEALTHCARE STAFFING (and Design)  | 02-MAY-2003 / 29-MAY-2007 | Registered | 78245000 / 3246088 |
| CHG Management, Inc. | DESTINATION HEALTHCARE STAFFING | 14-MAR-2003 / 12-FEB-2008 | Registered | 78225950 / 3381686 |
| CHG Healthcare Services, Inc. | DESTINATION LOCUM TENENS | 08-OCT-2007 / 02-SEP-2008 | Registered | 77298888 / 3495091 |
| CHG Management, Inc. | FOLLOW THE GECKO | 26-FEB-2009 / 06-APR-2010 | Registered | 77679321 / 3770017 |
| CHG Management, Inc. | FOUNDATION MEDICAL STAFFING | 11-NOV-2005 / 24-APR-2007 | Registered | 78752297 / 3232697 |
| CHG Management, Inc. | RN NETWORK | 11-JAN-2007 / 11-SEP-2007 | Registered; Section 2(F) | 77081478 / 3290177 |
| CHG Management, Inc. | RN NETWORK | 18-FEB-2004 / 24-MAY-2005 | Registered; Supplemental Register | 78370253 / 2956184 |
| CHG Management, Inc. | RN NETWORK (and design)  | 28-JUN-2012 | Pending | 85664303 |

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

| <u>Grantor</u> | <u>Title</u> | <u>Filing Date/Issued Date</u> | <u>Status</u> | <u>Application/Registration No.</u> |
|----------------------|--|--------------------------------|--------------------|-------------------------------------|
| CHG Management, Inc. | THE BEST PEOPLE TO HELP YOU PROVIDE THE BEST HEALTHCARE | 19-DEC-2011 / 07-AUG-2012 | Registered | 85498748 / 4186376 |
| CHG Management, Inc. | TRANSFORMING HEALTHCARE CAREERS | 04-OCT-2002 / 16-DEC-2003 | Registered | 78171227 / 2794760 |
| CHG Management, Inc. | TRANSFORMING HEALTHCARE RECRUITING AND STAFFING | 04-OCT-2002 / 16-DEC-2003 | Registered | 78171219 / 2794759 |
| CHG Management, Inc. | WE ARE THE BEST PEOPLE TO HELP PROVIDE THE BEST HEALTHCARE | 20-DEC-2010 | Pending; Published | 85202012 |
| CHG Management, Inc. | WEATHERBY HEALTHCARE | 11-FEB-2011 / 21-AUG-2012 | Registered | 85239989 / 4195420 |
| CHG Management, Inc. | WEATHERBY HEALTHCARE (and Design)  | 11-FEB-2011 / 21-AUG-2012 | Registered | 85240144 / 4195421 |
| CHG Management, Inc. | WEATHERBY LOCUMS | 18-OCT-2002 / 16-DEC-2003 | Registered | 78176058 / 2794781 |
| CHG Management, Inc. | WEATHERBY LOCUMS, INC. (and Design)  | 18-OCT-2002 / 25-JAN-2005 | Registered | 78176051 / 2920592 |
| CHG | WEATHERBY MEDICAL | 07-APR-2011 | Pending; | 85289641 |

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

| <u>Grantor</u> | <u>Title</u> | <u>Filing Date/Issued Date</u> | <u>Status</u> | <u>Application/Registration No.</u> |
|----------------------|--------------------------|--------------------------------|---------------|-------------------------------------|
| Management, Inc. | STAFFING | | Published | |
| CHG Management, Inc. | YOUR WISH IS OUR COMMAND | 20-DEC-2010 / 27-MAR-2012 | Registered | 85202001 / 4119410 |

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]