

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Local Staff, LLC		12/02/2013	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Bank of America, N.A., as Agent		
Street Address:	300 Galleria Parkway		
Internal Address:	Suite 800		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	2853485	HEALTHCARE STAFFING	
Registration Number:	2493645	CLINICAL LAB STAFF	
Registration Number:	2333922	HEALTHCARE FINANCIAL STAFFING	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	6785337772		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404-681-5974		
Email:	mlg@phrd.com		
Correspondent Name:	Parker Hudson Rainer & Dobbs, LLP		
Address Line 1:	285 Peachtree Center Avenue, N.E.		
Address Line 2:	15th Floor - Mike Grove		
Address Line 4:	Atlanta, GEORGIA 30303		
ATTORNEY DOCKET NUMBER:	2689.102		

CH \$90.00 2853485

NAME OF SUBMITTER:	Kathleen O. Currey
Signature:	/KOC/
Date:	12/05/2013
<b>Total Attachments: 6</b> source=First Amendment to TM Security Agreement#page1.tif source=First Amendment to TM Security Agreement#page2.tif source=First Amendment to TM Security Agreement#page3.tif source=First Amendment to TM Security Agreement#page4.tif source=First Amendment to TM Security Agreement#page5.tif source=First Amendment to TM Security Agreement#page6.tif	

December 2, 2013

Bank of America, N.A., as Agent  
300 Galleria Parkway  
Suite 800  
Atlanta, Georgia 30339  
Attention: Cross Country Loan Administration Manager

RE: First Amendment to Trademark Security Agreement – Local Staff, LLC

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement dated January 9, 2013, between Bank of America, N.A., a national banking association, acting in its capacity as agent (together with its successors in such capacity, "Agent") for the Lenders, and Local Staff, LLC, a Delaware limited liability company ("Company"), as recorded in the United States Patent and Trademark Office (the "USPTO") on January 09, 2013, at Reel No. 004939, Frame 0496 (as at any time amended, modified, restated or supplemented, the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in the Trademark Security Agreement.

Pursuant to paragraph 7 of the Trademark Security Agreement, if, before Full Payment of the Obligations, Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 of the Trademark Security Agreement shall automatically apply thereto, and Company shall give to Agent prompt notice thereof in writing, and Agent is authorized and empowered to modify the Trademark Security Agreement by amending Exhibit A thereto to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 thereof.

Agent and Company desire to amend the Trademark Security Agreement to include the trademarks and trademark applications listed on Exhibit A-1 attached hereto on Exhibit A to the Trademark Security Agreement as provided below.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration receipt of which is acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon those trademarks and trademark applications listed on Exhibit A-1 attached hereto. Agent is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so amended and supplemented, or this letter agreement, with the USPTO, at Company's expense.

To secure the prompt payment and performance of all of the Obligations (including, without limitation, all of the U.S. Obligations and the Canadian Obligations), Company hereby grants, assigns and pledges to Agent, for the benefit of Secured Parties, a continuing security interest in and Lien upon all of the following property of Company, whether now existing or hereafter created or acquired (collectively, the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A-1 attached

hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Additional Trademarks");

(b) the goodwill of Company's business connected with and symbolized by the Additional Trademarks; and

(c) all proceeds of the foregoing.

Company represents and warrants to Agent that:

(a) To the best of Company's knowledge, each of the Additional Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this letter agreement in the United States Patent and Trademark Office, this letter agreement will create a legal and valid perfected lien upon and security interest in the Additional Trademark Collateral that is registered in that office and that is listed on Exhibit A-1 attached hereto, enforceable against Company and all third Persons in accordance with its terms;

(c) To the best of Company's knowledge, no claim has been made that the use of any of the Additional Trademarks does or may violate the rights of any third Person;

(d) Company has the unqualified right to enter into this letter agreement and perform its terms;

(e) Each of the Additional Trademarks is valid and enforceable; and

(f) Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Additional Trademark Collateral, free and clear of any liens, charges and encumbrances (except licenses permitted pursuant to Section 6 of the Trademark Security Agreement), including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Company not to sue third Persons, except Permitted Liens.

Company covenants and agrees with Agent that:

(a) Company will maintain the quality of the products associated with the Additional Trademarks, at a level consistent with the quality at the time of this letter agreement;

(b) Company will not change the quality of the products associated with the Additional Trademarks without Agent's prior written consent; and

(c) Except for Additional Trademarks abandoned by Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), Company has used and will continue to use for the duration of the Agreement, proper statutory notice in connection with its use of the registered Additional Trademarks, including, without

limitation, filing an affidavit of use with the United States Patent and Trademark Office and any applicable foreign filing office for each registered Additional Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

Company agrees to take such further actions as Agent shall reasonably request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

Except as otherwise expressly provided in this letter agreement, nothing herein shall be deemed to amend or modify any provision of the Trademark Security Agreement, which shall remain in full force and effect. This letter agreement is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction, and the Trademark Security Agreement as herein modified shall continue in full force and effect. This letter agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

This letter agreement shall be effective upon execution by Company and acceptance by Agent (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of New York. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.


[Remainder of page intentionally left blank; Signatures appear on following page.]

If this letter agreement is acceptable to Agent, please evidence its agreement by executing the enclosed copy of this letter agreement.

Very truly yours,

COMPANY:

LOCAL STAFF, LLC

By:   
Emil Hensel, Vice President

[Signatures continue on following page.]

Accepted and agreed to:

**BANK OF AMERICA, N.A.**, as agent  
("Agent")

By: *Kenneth Butler*  
**Kenneth Butler, Senior Vice President**

EXHIBIT A-1

<b>Domestic Trademarks</b>	<b>Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Application Number</b>
Healthcare Staffing	Local Staff, LLC	2853485	6/15/04	78188704
Clinical Lab Staff	Local Staff, LLC	2493645	9/25/01	75768281
Healthcare Financial Staffing	Local Staff, LLC	2333922	3/21/00	75341093