

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM309472

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Local Staff, LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BSP Agency, LLC		
<b>Street Address:</b>	9 West 57th Street, Suite 4700		
<b>Internal Address:</b>	c/o Benefit Street Partners L.L.C.		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</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 DIFFER	
<b>Registration Number:</b>	2853485	HEALTHCARE STAFFING	
<b>Registration Number:</b>	2493645	CLINICAL LAB STAFF	
<b>Registration Number:</b>	2333922	HEALTHCARE FINANCIAL STAFFING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6467286251		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-596-9569		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Janelle M. DeVits		
<b>Address Line 1:</b>	1211 Avenue of the Americas		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8704		
<b>ATTORNEY DOCKET NUMBER:</b>	108624-0032		
<b>NAME OF SUBMITTER:</b>	Janelle M. DeVits		
<b>SIGNATURE:</b>	/j devits/		

OP \$140.00 3391381

<b>DATE SIGNED:</b>	07/02/2014
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**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO AGENT AND THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT TO THE COLLATERAL HEREUNDER ARE SUBORDINATE AND SUBJECT TO THE PRIOR LIEN AND SECURITY INTEREST OF ABL AGENT TO THE EXTENT OF THE PRIORITY ABL DEBT (AS DEFINED IN THE ABL INTERCREDITOR AGREEMENT) PURSUANT TO THE TERMS OF THE ABL INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE ABL INTERCREDITOR AGREEMENT AND THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, THE TERMS OF THE ABL INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 30<sup>th</sup> day of June, 2014, between **BSP AGENCY, LLC**, acting in its capacity as agent (together with its successors in such capacity, "Agent") for the Lenders (as defined below), and **CROSS COUNTRY HEALTHCARE, INC.**, a Delaware corporation ("Borrower"), having an office at 6551 Park of Commerce Boulevard Boca Raton, FL 33487, **LOCAL STAFF, LLC**, a Delaware limited liability company ("Local"), having an office at 6551 Park of Commerce Blvd., NW Boca Raton, FL 33487, **MDA HOLDINGS, INC.**, a Delaware corporation ("MDA"), having an office at 4775 Peachtree Industrial Blvd., Suite 300, Berkeley Lake, GA 30092, **CROSS COUNTRY STAFFING, INC.**, a Delaware corporation ("Staffing"), having an office at 6551 Park of Commerce Boulevard Boca Raton, FL 33487, **CROSS COUNTRY EDUCATION, LLC**, a Delaware limited liability company ("Education"), having an office at 9020 Overlook Boulevard, Suite 140, Brentwood, TN 37027 and **CEJKA SEARCH, INC.**, a Delaware corporation ("Cejka"), having an office at 4 Cityplace Drive, Suite 300, Creve Coeur, MO 63141 (Cejka, together with Borrower, Local, MDA, Staffing and Education, individually a "Company" and collectively, the "Companies").

### Recitals:

Companies and certain of their Subsidiaries party thereto desire to obtain loans and other financial accommodations from certain financial institutions (collectively, the "Lenders") that are parties from time to time to that certain Second Lien Loan and Security Agreement dated June 30, 2014, (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") by and among Companies, the Subsidiaries party thereto, Agent and Lenders.

Lenders are willing to make loans and other financial accommodations to the Companies and such Subsidiaries from time to time pursuant to the terms of the Loan Agreement, provided that each Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.
2. To secure the prompt payment and performance of all of the Obligations, each Company hereby grants, assigns and pledges to Agent, for the benefit of the Secured Parties, a continuing security

interest in and Lien upon all of the following property of each such Company, whether now existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A 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), collectively, the “Trademarks”);

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

(c) all proceeds of the foregoing.

3. Each Company represents and warrants to Agent that:

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

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

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

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

(e) Such of the Trademarks is valid and enforceable; and

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

4. Each Company covenants and agrees with Agent that:

(a) Such Company will maintain the quality of the products associated with the Trademarks material to its business, at a level consistent with the quality at the time of this Agreement;

(b) Such Company will not change the quality of the products associated with the Trademarks material to its business without Agent's prior written consent; and

(c) Except for Trademarks abandoned by such Company in the ordinary course of business (provided such abandonment could not be reasonably expected to have a Material Adverse Effect), such Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered 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 Trademark as required by applicable law to maintain the registration thereof without loss of protection therefor.

5. Each Company hereby grants to Agent (and Agent's employees and agents) the visitation, audit, and inspection rights with respect to such Company and the Trademark Collateral as set forth in the Loan Agreement.

6. Until Full Payment of all of the Obligations, no Company shall enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers, vendors, suppliers, agents or other service providers of a Company in the regular and ordinary course of such Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with such Company's obligations under this Agreement.

7. If, before Full Payment of all of the Obligations, a 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 Section 2 hereof shall automatically apply thereto, and such Company shall give to Agent prompt notice thereof in writing.

8. Each Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications under Section 2 or Section 7 hereof.

9. At any time that an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement and the other Loan Documents, all rights and remedies under applicable law and all rights and remedies of a secured party under the UCC and all other rights and remedies under any other applicable law. Without limiting the generality of the foregoing, Agent may immediately, for the benefit of Secured Parties, without demand of performance and without notice (except as described in the next sentence, if required by applicable law), or demand whatsoever to any Company, each of which each Company hereby expressly waives, collect directly any payments due by any Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. Each Company hereby agrees that ten (10) days written notice to Borrower of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of any Company, which right each Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all reasonable costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after Full Payment of the Obligations shall be paid over to the applicable Company. If any deficiency shall arise, such Company shall remain severally liable therefor.

10. Each Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as such Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall exist: to endorse such Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Full Payment of the Obligations.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses actually incurred) incurred by Agent in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Companies (it being the intent of the Companies and Agent that the Companies shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Companies **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the per annum interest rate then applicable for the Loans.

12. Each Company shall use its commercially reasonable efforts to detect any infringers of the Trademarks and shall notify Agent in writing of material infringements detected. Each Company shall have the duty to prosecute diligently any trademark application material to its business for a Trademark pending as of the date of this Agreement or thereafter until Full Payment of the Obligations, to make federal application on registrable but unregistered Trademarks (subject to such Company's reasonable discretion in the ordinary course of business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by such Company. No Company shall abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless such Company has determined that such trademark application or trademark is no longer necessary or material to the conduct of its business.

13. Notwithstanding anything to the contrary contained in Section 12 hereof, at any time that an Event of Default exists, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events such applicable Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and such Company shall promptly, **upon demand**, reimburse and indemnify Agent for all reasonable costs and expenses incurred in the exercise of Agent's rights under this Section 13 (including, without limitation, reasonable attorneys' fees and expenses actually incurred).

14. If a Company fails to comply with any of its obligations hereunder and at the time of such failure or as a result thereof an Event of Default exists, then to the extent permitted by applicable law, Agent may discharge such obligations in such Company's name or in Agent's name, in Agent's sole

discretion, but at such Company's expense, and such Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees actually incurred, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

15. No course of dealing between any Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Section 8 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each Secured Party and upon the successors and permitted assigns of any Company. No Company shall assign its rights or delegate its duties hereunder without the prior written consent of Agent.

20. This Agreement may be executed in any number of counterparts and by different parties to this 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 manually executed signature page to this Agreement delivered by a party by facsimile or other electronic transmission shall be deemed to be an original signature hereto.

21. Each Company hereby waives notice of Agent's acceptance hereof.


22. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

23. **To the fullest extent permitted by applicable law, each Company and Agent waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**


*[Remainder of page intentionally left blank; signatures appear on following pages.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers on the date first set forth above.


**CROSS COUNTRY HEALTHCARE, INC.**

By:   
Stephen W. Rubin, Vice President

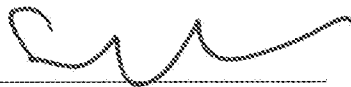
**LOCAL STAFF, LLC**

By:   
Stephen W. Rubin, Vice President

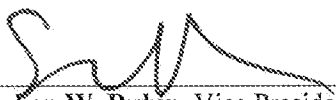
**MDA HOLDINGS, INC.**

By:   
Stephen W. Rubin, Vice President

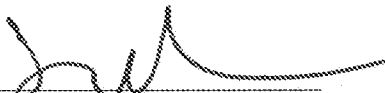
**CROSS COUNTRY STAFFING, INC.**

By:   
Stephen W. Rubin, Vice President

**CROSS COUNTRY EDUCATION, LLC**

By:   
Stephen W. Rubin, Vice President

**CEJKA SEARCH, INC.**

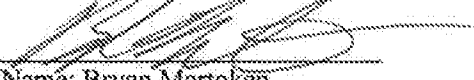
By:   
Stephen W. Rubin, Vice President



Accepted:

**BSP AGENCY, LLC**, as agent  
("Agent")

By: Benefit Street Partners L.L.C.,  
its Sole Member.

By:   
Name: Bryan Martoken  
Title: CFO - Capital Markets Group

**EXHIBIT A**Trademarks

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Application Number</u>
Cross Country Healthcare, Inc.	Assignment <America> & Design	United States Patent and Trademark Office	2,582,007	6/18/2002	7/31/2001	76/292,885
Cross Country Healthcare, Inc.	Cross Country & Design of ball	United States Patent and Trademark Office	2,699,586	3/25/2003	7/31/2001	76/292,887
Cross Country Healthcare, Inc.	Cross Country <Healthcare> & Design	United States Patent and Trademark Office	3,077,370	4/4/2006	6/26/2003	78/267,661
Cross Country Healthcare, Inc.	Cross Country Healthcare	United States Patent and Trademark Office	2,973,868	7/19/2005	10/1/2003	78/307,954
Cross Country Healthcare, Inc.	Cross Country Nurses	United States Patent and Trademark Office	1,491,664	6/7/1988	9/8/1987	73/683,701
Cross Country Healthcare, Inc.	Cross Country Staffing	United States Patent and Trademark Office	2,122,225	12/16/1997	2/23/1996	75/061,488
Cross Country Healthcare, Inc.	Cross Country Travcorps & Design	United States Patent and Trademark Office	2,824,372	3/23/2004	7/31/2001	76/292,886
Cross Country Healthcare, Inc.	Travcorps	United States Patent and Trademark Office	1,575,404	1/2/1990	7/20/1987	73/672,987
Cross Country Healthcare, Inc.	Nurse Manager Boot Camp	United States Patent and Trademark Office	3,505,760	9/23/2008	9/25/06	77/006,421
Cross Country Healthcare, Inc.	Assignment America &	Australia	884301	7/31/2001	7/31/2001	884301

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Application Number</u>
	Design					
Cross Country Healthcare, Inc.	Assignment America & Design	South Africa	2001/13194	7/31/2001	7/31/2001	2001113194
Cross Country Healthcare, Inc.	Assignment America & Design	United Kingdom	2276723	8/1/2001	8/1/2001	2276723
Local Staff, LLC	MedStaff Healthcare Solutions & Design	United States Patent and Trademark Office	3,391,381	3/4/2008	6/29/2007	77/218,680
Local Staff, LLC	MedStaff Healthcare Solutions The Difference Is In The Details (stylized)	United States Patent and Trademark Office	3,166,331	10/31/2006	1/12/2005	78/546,577
Local Staff, LLC	Healthcare Staffing	United States Patent and Trademark Office	2,853,485	06/15/2004	11/25/2002	78/188,704
Local Staff, LLC	Clinical Lab Staff	United States Patent and Trademark Office	2,493,645	09/25/2001	8/5/1999	75/768,281
Local Staff, LLC	Healthcare Financial Staffing	United States Patent and Trademark Office	2,333,922	03/21/2000	8/14/1997	75/341,093
MDA Holdings, Inc.	Medical Doctor Associates	United States Patent and Trademark Office	2,535,014	1/29/2002	8/13/1999	75/773,797
MDA Holdings, Inc.	Medical Doctor Associates & Design	United States Patent and Trademark Office	2,611,180	8/27/2002	8/13/1999	75/774,654
Cross Country Staffing, Inc.	The Forum on Healthcare	United States Patent and Trademark	3,625,241	5/26/2009	9/12/2007	77/277,738

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	Leadership	Office				
Cross Country Staffing, Inc.	The Forum on Healthcare Leadership & Design	United States Patent and Trademark Office	3,526,482	11/04/2008	9/12/07	77/277,925
Cross Country Staffing, Inc.	CRU48 Crisis Response Unit	United States Patent and Trademark Office	3,475,268	7/29/2008	9/28/2007	77/291,501
Cross Country Staffing, Inc.	I Travel CCTC & Design	United States Patent and Trademark Office	3,805,203	6/22/2010	9/11/2007	77/276,809
Cross Country Staffing, Inc.	NovaPro	United States Patent and Trademark Office	2,149,757	4/7/1998	7/17/1996	75/135,386
Cross Country Staffing, Inc.	Cross Country University Est. 1995 & Design	United States Patent and Trademark Office	3,526,484	11/4/2008	9/12/07	77/278,066
Cross Country Education, LLC	Cross Country Education & Design	United States Patent and Trademark Office	3,519,153	10/21/08	9/11/07	77/276,680
Cross Country Education, LLC	Cross Country Publishing & Design	United States Patent and Trademark Office	4070252	12/13/11	4/25/11	85/303,981
Cejka Search, Inc.	Cejka	United States Patent and Trademark Office	2,639,003	10/22/2002	8/8/2001	76/296,631
Cejka Search, Inc.	Cejka Search	United States Patent and Trademark Office	2,978,954	7/26/2005	6/23/2003	78/266,032
Cejka Search, Inc.	Contact Physicians &	United States Patent and Trademark	4,204,588	9/11/12	7/13/2011	85/370,532

<u>Owner</u>	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Registration Date</u>	<u>Filing Date</u>	<u>Application Number</u>
	Design	Office				
Cejka Search, Inc.	Practice Tour	United States Patent and Trademark Office	2,555,975	4/2/2002	8/8/2001	76/296,630

Trademark Applications

None.