

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM309588

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optimal Workforce Solutions, LLC		06/30/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Cross Country Healthcare, Inc.		
Street Address:	6551 Park of Commerce Boulevard, N.W.		
Internal Address:	Suite 200		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4408280	OPTIMAL WORKFORCE SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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>			
Phone:	212-969-3000		
Email:	trademark@proskauer.com		
Correspondent Name:	Adam D. Siegartel		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	22742-001		
NAME OF SUBMITTER:	Adam D. Siegartel		
SIGNATURE:	/Adam D. Siegartel/		
DATE SIGNED:	07/02/2014		
Total Attachments: 4			
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TRADEMARK

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made as of the 30th day of June, 2014 by and between Optimal Workforce Solutions, LLC, a Delaware limited liability company located at 901 Yamato Road, Boca Raton, Florida 33431 ("Assignor"), and Cross Country Healthcare, Inc., a Delaware corporation located at 6551 Park of Commerce Boulevard, N.W., Suite 200, Boca Raton, Florida 33487 ("Assignee").

WHEREAS, Assignor owns: (a) the trademarks listed on *Exhibit 1* to this Trademark Assignment; (b) the corresponding trademark registrations listed on *Exhibit 1* to this Trademark Assignment, and (c) all goodwill associated with those trademarks and corresponding trademark registrations (the trademarks, registrations, and goodwill, collectively, the "Trademarks").

WHEREAS, Assignee is acquiring the Trademarks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby transfers, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks and all derivatives and colorable imitations of the Trademarks, as part of the sale of the business to which the Trademarks pertain, including but not limited to (a) all rights to sue and recover for past, present, and future infringement, dilution, and other violations concerning the Trademarks, and (b) all rights in the Trademarks worldwide, free and clear of licenses, security interests, liens, and all other encumbrances. Assignor warrants and represents that other than Assignor's ownership interest in the Trademarks, there are no other ownership interests, licenses, security interests, liens, or other encumbrances that cover any part of the Trademarks.

2. Assignor agrees to promptly, and in any event within ten (10) business days after presentment, execute all documents and assist in all proceedings to perfect, register, and record Assignee's rights to the Trademarks as Assignee may reasonably deem appropriate, and any additional documents that are reasonably necessary to accomplish the intent of this Trademark Assignment.

3. Immediately after this Assignment is executed, Assignor shall deliver to Assignee all original files, documents, certificates, and information held by or on behalf of Assignor relating to the Trademarks.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Assignor:

OPTIMAL WORKFORCE SOLUTIONS, LLC

By: Brian Poplin

Name: Brian Poplin

Title: President & Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005315 FRAME: 0575

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Assignor:

OPTIMAL WORKFORCE SOLUTIONS, LLC

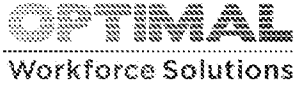
By: _____
Name: Brian Poplin
Title: President & Chief Executive Officer

Assignee:

CROSS COUNTRY HEALTHCARE, INC.

By: Susan L. Ball
Name: Susan L. Ball
Title: Secretary

Exhibit 1

Docket No.	Mark	App. No.	Reg. No.	Reg. Date	Goods/Services
10605-1	 The logo for OPTIMAL Workforce Solutions. The word "OPTIMAL" is in a bold, sans-serif font with a horizontal line through the middle. Below it, the words "Workforce Solutions" are in a smaller, sans-serif font.	85/678103	4,408,280	September 24, 2013	Class 35: Outsourcing services in the field of healthcare and medical services; operating units, departments and services within healthcare and medical care facilities for others