

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM342186

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Goldman Sachs Bank USA, as Administrative Agent		05/21/2015	BANK: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CHG Management, Inc.		
<b>Street Address:</b>	4021 SOUTH 700 EAST		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	SALT LAKE CITY		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84107		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	CHG Healthcare Services, Inc.		
<b>Street Address:</b>	4021 SOUTH 700 EAST		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	SALT LAKE CITY		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84107		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	CHG Medical Staffing, Inc.		
<b>Street Address:</b>	4021 SOUTH 700 EAST		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	SALT LAKE CITY		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	84107		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	CHG Companies, Inc.		
<b>Street Address:</b>	4021 SOUTH 700 EAST		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	SALT LAKE CITY		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84107		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>TRADEMARK</b>			

**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 STAF
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 HEALTCARE STAFFING
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
Registration Number:	4186376	THE BEST PEOPLE TO HELP YOU PROVIDE THE
Registration Number:	2794760	TRANSFORMING HEALTHCARE CAREERS
Registration Number:	2794759	TRANSFORMING HEALTHCARE RECRUITING AND S
Registration Number:	4195420	WEATHERBY HEALTHCARE
Registration Number:	4195421	WEATHERBY HEALTHCARE
Registration Number:	2794781	WEATHERBY LOCUMS
Registration Number:	2920592	WEATHERBY LOCUMS, INC.
Registration Number:	4119410	YOUR WISH IS OUR COMMAND
Serial Number:	85664303	RNNETWORK
Serial Number:	85202012	WE ARE THE BEST PEOPLE TO HELP PROVIDE T
Serial Number:	85289641	WEATHERBY MEDICAL STAFFING

**CORRESPONDENCE DATA**

**Fax Number:** 2128225178

***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.***

**Phone:** 2125305178

**Email:** lkass@milbank.com

**Correspondent Name:** Milbank, Tweed, Hadley & McCloy, LLP

**Address Line 1:** 28 Liberty Street

**Address Line 2:** c/o Lawrence Kass

**Address Line 4:** NEW YORK, NEW YORK 10005

**TRADEMARK**

**REEL: 005522 FRAME: 0018**

<b>ATTORNEY DOCKET NUMBER:</b>	30045.77200
<b>NAME OF SUBMITTER:</b>	Lawrence Kass
<b>SIGNATURE:</b>	/s/ Lawrence Kass
<b>DATE SIGNED:</b>	05/21/2015

**Total Attachments: 10**

source=CHG 2015 Incremental - Second Lien Intellectual Property Release - Executed#page1.tif  
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**RELEASE OF SECURITY INTEREST  
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of May 21, 2015, by **Goldman Sachs Bank USA**, in its capacity as administrative agent (in such capacity, the "Administrative Agent"), in favor of **CHG Management, Inc., CHG Healthcare Services, Inc., CHG Medical Staffing, Inc. and CHG Companies, Inc.** (individually, a "Grantor", and, collectively, the "Grantors") pursuant to that certain Second Lien Credit Agreement, dated as of November 29, 2012, as amended on July 9, 2013 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement") among CHG Healthcare Services, Inc., a Delaware corporation (the "Borrower"), CHG Intermediate Corporation, a Delaware corporation ("Holdings"), and the subsidiaries of the Borrower as may have from time to time become a party thereto, the lenders, Goldman Sachs Bank USA, as Administrative Agent, and the other agents, arrangers and bookrunners party thereto. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Trademark Security Agreements (defined below), or if not defined therein, in the Second Lien Security Agreement (defined below).

**WITNESSETH:**

**WHEREAS**, the Grantors are a party to that certain Second Lien Security Agreement, dated as of November 19, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement") in favor of the Administrative Agent, pursuant to which the Grantors executed and delivered that certain Trademark Security Agreement, dated as of November 19, 2012 (the "Second Lien Trademark Security Agreement") and that certain Amended and Restated Second Lien Trademark Security Agreement, dated as of July 9, 2013 (as amended, amended and restated, supplemented, or otherwise modified from time to time, the "Amended and Restated Second Lien Trademark Security Agreement"), and, together with the Second Lien Trademark Security Agreement, the "Trademark Security Agreements");

**WHEREAS**, pursuant to the Trademark Security Agreements, each of the Grantors pledged and granted to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Pledged Collateral of such Grantor: Trademarks of such Grantor listed on Schedule A and Schedule B attached hereto (collectively, the "Second Lien Trademark Collateral");

**WHEREAS**, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004903, Frame 0552, on November 19, 2012;

**WHEREAS**, the Amended and Restated Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 005067, Frame 0128, on July 10, 2013; and

**WHEREAS**, the Administrative Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of the Grantors in the Second Lien Trademark Collateral, and to reconvey any and all rights in the Second Lien Trademark Collateral to the Grantors.

**NOW THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby releases, relinquishes and discharges, with respect to each Grantor, all of its lien on and security interest in and to all of such Grantors right, title, and interest in, and under the Second Lien Trademark Collateral, and re-assigns to such Grantor any and all right, title or interest it may have in such Second Lien Trademark Collateral.

The Administrative Agent hereby authorizes the Grantors, or the Grantors' authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Administrative Agent's lien on and security interest in the Second Lien Trademark Collateral. The Administrative Agent agrees to execute and deliver to the Grantors all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Second Lien Trademark Collateral which had been granted under the Trademark Security Agreements.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL 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).

*[Signature page follows]*

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

GOLDMAN SACHS BANK USA,  
AS ADMINISTRATIVE AGENT

By:   
Authorized Signatory

Charles D. Johnston  
Authorized Signatory


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[SIGNATURE PAGE TO SECOND LIEN RELEASE OF SECURITY INTEREST IN  
TRADEMARK COLLATERAL]


TRADEMARK  
REEL: 005522 FRAME: 0022

Accepted and Agreed:


CHG MANAGEMENT, INC.

By:   
\_\_\_\_\_  
Name: Sean Dailey  
Title: Senior Vice President, Chief Financial  
Officer, Treasurer, and Secretary


CHG HEALTHCARE SERVICES, INC.

By:   
\_\_\_\_\_  
Name: Sean Dailey  
Title: Senior Vice President, Chief Financial  
Officer, Treasurer, and Secretary

CHG MEDICAL STAFFING, INC.


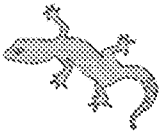

By:   
\_\_\_\_\_  
Name: Sean Dailey  
Title: Senior Vice President, Chief Financial  
Officer, Treasurer, and Secretary

CHG COMPANIES, INC.



By:   
\_\_\_\_\_  
Name: Sean Dailey  
Title: Senior Vice President, Chief Financial  
Officer, Treasurer, and Secretary


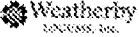
**SCHEDULE A**

**Trademarks – Second Lien Trademark Security Agreement**

<u>Grantor</u>	<u>Title</u>	<u>Application/Registration No.</u>
CHG Management, Inc.	CHG	78651975 / 3242988
CHG Healthcare Services, Inc.	CHG HEALTHCARE SERVICES	78787968 / 3263077
CHG Management, Inc.	COMPHEALTH	85202021 / 3993921
CHG Management, Inc.	COMPHEALTH	73588192 / 1426819
CHG Management, Inc.	COMPHEALTH COMPREHENSIVE HEALTHCARE STAFFING (and Design)  	78244993 / 2922650
CHG Management, Inc.	COMPHEALTH GROUP	78167572 / 3071672
CHG Management, Inc.	COMPREHENSIVE HEALTHCARE STAFFING	77049710 / 3289680
CHG Management, Inc.	COMPREHENSIVE HEALTHCARE STAFFING	78241880 / 3006712
CHG Management, Inc.	(Design only)  	78173639 / 2794767
CHG Management, Inc.	(Design only)  	78017717 / 2659398
CHG Management, Inc.	DESTINATION HEALTHCARE STAFFING	78245000 / 3246088








	(and Design) 	
CHG Management, Inc.	DESTINATION HEALTHCARE STAFFING	78225950 / 3381686
CHG Healthcare Services, Inc.	DESTINATION LOCUM TENENS	77298888/ 3495091
CHG Management, Inc.	FOLLOW THE GECKO	77679321 / 3770017
CHG Management, Inc.	FOUNDATION MEDICAL STAFFING	78752297 / 3232697
CHG Management, Inc.	RN NETWORK	77081478 / 3290177
CHG Management, Inc.	RN NETWORK	78370253 / 2956184
CHG Management, Inc.	RN NETWORK (and design) 	85664303
CHG Management, Inc.	THE BEST PEOPLE TO HELP YOU PROVIDE THE BEST HEALTHCARE	85498748 / 4186376
CHG Management, Inc.	TRANSFORMING HEALTHCARE CAREERS	78171227 / 2794760
CHG Management, Inc.	TRANSFORMING HEALTHCARE RECRUITING AND STAFFING	78171219 / 2794759
CHG Management, Inc.	WE ARE THE BEST PEOPLE TO HELP PROVIDE THE BEST HEALTHCARE	85202012
CHG Management, Inc.	WEATHERBY HEALTHCARE	85239989 / 4195420
CHG Management, Inc.	WEATHERBY HEALTHCARE (and Design)	85240144 / 4195421

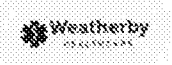
		
CHG Management, Inc.	WEATHERBY LOCUMS	78176058 / 2794781
CHG Management, Inc.	WEATHERBY LOCUMS, INC. (and Design)  	78176051 / 2920592
CHG Management, Inc.	WEATHERBY MEDICAL STAFFING	85289641
CHG Management, Inc.	YOUR WISH IS OUR COMMAND	85202001 / 4119410

**SCHEDULE B**

**Trademarks – Amended and Restated Second Lien Trademark Security Agreement**

<u>Grantor</u>	<u>Title</u>	<u>Application/ Registration No.</u>
CHG Management, Inc.	CHG	78651975 / 3242988
CHG Healthcare Services, Inc.	CHG HEALTHCARE SERVICES	78787968 / 3263077
CHG Management, Inc.	COMPHEALTH	85202021 / 3993921
CHG Management, Inc.	COMPHEALTH	73588192 / 1426819
CHG Management, Inc.	COMPHEALTH COMPREHENSIVE HEALTHCARE STAFFING (and Design) 	78244993 / 2922650
CHG Management, Inc.	COMPHEALTH GROUP	78167572 / 3071672
CHG Management, Inc.	COMPREHENSIVE HEALTHCARE STAFFING	77049710 / 3289680
CHG Management, Inc.	COMPREHENSIVE HEALTHCARE STAFFING	78241880 / 3006712
CHG Management, Inc.	(Design only) 	78173639 / 2794767
CHG Management, Inc.	(Design only) 	78017717 / 2659398

<u>Grantor</u>	<u>Title</u>	<u>Application/ Registration No.</u>
CHG Management, Inc.	DESTINATION HEALTHCARE STAFFING (and Design) 	78245000 / 3246088
CHG Management, Inc.	DESTINATION HEALTHCARE STAFFING	78225950 / 3381686
CHG Healthcare Services, Inc.	DESTINATION LOCUM TENENS	77298888/ 3495091
CHG Management, Inc.	FOLLOW THE GECKO	77679321 / 3770017
CHG Management, Inc.	FOUNDATION MEDICAL STAFFING	78752297 / 3232697
CHG Management, Inc.	RN NETWORK	77081478 / 3290177
CHG Management, Inc.	RN NETWORK	78370253 / 2956184
CHG Management, Inc.	RN NETWORK (and design) 	85664303
CHG Management, Inc.	THE BEST PEOPLE TO HELP YOU PROVIDE THE BEST HEALTHCARE	85498748 / 4186376
CHG Management, Inc.	TRANSFORMING HEALTHCARE CAREERS	78171227 / 2794760
CHG Management, Inc.	TRANSFORMING HEALTHCARE RECRUITING AND STAFFING	78171219 / 2794759
CHG Management, Inc.	WE ARE THE BEST PEOPLE TO HELP PROVIDE THE BEST HEALTHCARE	85202012

<u>Grantor</u>	<u>Title</u>	<u>Application/ Registration No.</u>
CHG Management, Inc.	WEATHERBY HEALTHCARE	85239989 / 4195420
CHG Management, Inc.	WEATHERBY HEALTHCARE (and Design) 	85240144 / 4195421
CHG Management, Inc.	WEATHERBY LOCUMS	78176058 / 2794781
CHG Management, Inc.	WEATHERBY LOCUMS, INC. (and Design) 	78176051 / 2920592
CHG Management, Inc.	WEATHERBY MEDICAL STAFFING	85289641
CHG Management, Inc.	YOUR WISH IS OUR COMMAND	85202001 / 4119410