

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347509

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest (Third Amended and Restated First Lien)		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BARCLAYS BANK PLC		07/09/2015	PUBLIC LIMITED COMPANY: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS BANK USA		
Street Address:	30 Hudson Street, 5th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Chartered Bank: NEW YORK		
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	
Serial Number:	85664303	RNNETWORK	
TRADEMARK			

CH \$715.00 3242988

Property Type	Number	Word Mark
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
Serial Number:	85202012	WE ARE THE BEST PEOPLE TO HELP PROVIDE T
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: 2128225096

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.

Email: nbrowand@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: 28 Liberty Street

Address Line 2: Attn: Nathaniel T. Browand

Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	30045.77200
NAME OF SUBMITTER:	Nathaniel T. Browand
SIGNATURE:	/Nathaniel T. Browand/
DATE SIGNED:	07/09/2015

Total Attachments: 8

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**ASSIGNMENT OF THIRD AMENDED AND RESTATED FIRST LIEN
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF THIRD AMENDED AND RESTATED FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this “**Agreement**”), dated as of July 9, 2015 (the “**Effective Date**”), is by and among BARCLAYS BANK PLC (“**Existing Agent**”), in its capacity as collateral agent under the First Lien Credit Agreement (as defined below) and GOLDMAN SACHS BANK USA (“**Successor Agent**”), in its capacity as successor collateral agent for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

Reference is made to the First Lien Credit Agreement, dated as of November 19, 2012, as amended by the Incremental and First Amendment thereto, dated as of July 9, 2013, and further amended and restated as of November 20, 2013, and further amended by the Incremental and Third Amendment thereto, dated as of May 21, 2015 (as further amended, supplemented or otherwise modified from time to time, the “**First Lien Credit Agreement**”), among CHG Healthcare Services, Inc., a Delaware corporation (the “**Borrower**”), CHG Intermediate Corporation, a Delaware corporation (“**Holdings**”), the Lenders party thereto from time to time, the Existing Agent, as Administrative Agent and Collateral Agent and the other agents and arrangers party thereto.

Reference is also made to that certain Third Amended and Restated First Lien Trademark Security Agreement, dated as of May 21, 2015 and recorded with the United States Patent and Trademark Office at Reel/Frame No. 5522/0036 (the “**Trademark Security Agreement**”), among CHG Management, Inc., CHG Healthcare Services, Inc., CHG Medical Staffing, Inc., and CHG Companies, Inc. (collectively, the “**Grantors**”) and the Existing Agent, pursuant to which the Grantors have granted to the Existing Agent 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..

Whereas, the Existing Agent, the Successor Agent, the Borrower, Holdings and each other Loan Party have entered into that certain Resignation, Consent and Appointment Agreement (“**Resignation Agreement**”) dated as of the date hereof, pursuant to which the Existing Agent has resigned as Administrative Agent and Collateral Agent under the First Lien Credit Agreement and the other Loan Documents and the Successor Agent has been appointed as successor Administrative Agent and successor Collateral Agent under the First Lien Credit Agreement and the other Loan Documents.

Whereas, as of the Effective Date, pursuant to the terms of the Resignation Agreement, the Existing Agent assigns to the Successor Agent each of the Liens and security interests granted to the Existing Agent under the First Lien Credit Agreement and the other Loan Documents and the Successor Agent accepts all such Liens, for its benefit and for the benefit of the Secured Parties.

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

1. Definitions. Unless otherwise defined herein, terms used herein which are defined in the Trademark Security Agreement shall have the meanings given to such terms in the Trademark Security Agreement and capitalized terms not otherwise defined shall have the meanings ascribed to them in the Resignation Agreement.

2. Assignment of Security Interest. Effective as of the Effective Date, the Existing Agent hereby conveys, assigns and transfers to the Successor Agent for the benefit of the Secured Parties all right, title and interest in and to all security interests and liens on the Trademarks granted to the Existing Agent, including, without limitation, all of the Existing Agent's security interests and liens on the Trademarks identified on Schedule A hereto, together with all goodwill associated therewith (the "**Assignment**").

3. Purpose. This Agreement has been executed and delivered by the Existing Agent for the purpose of recording this Agreement with the United States Patent and Trademark Office to evidence the Assignment. This Assignment is provided in connection with the Resignation Agreement and is expressly subject to the terms and conditions thereof. In the event of any conflict between the terms of this Agreement and the terms of the Resignation Agreement, the terms of the Resignation Agreement shall control.

4. Further Assurances. The Existing Agent hereby agrees to execute and deliver, from time to time, upon the reasonable written request of the Successor Agent, and at the sole expense of Holdings and the Grantors, any and all such further instruments and documents and take such further reasonable action as the Successor Agent may reasonably deem necessary.

5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. Delivery of this Agreement by facsimile or email transmission or other electronic means shall be effective as delivery of a manually executed counterpart hereof.

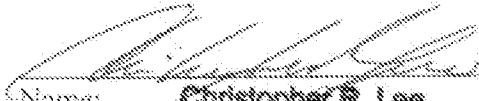
6. APPLICABLE LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) AND EACH OTHER LOAN DOCUMENT 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 WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

[Signature Pages Follow]

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Agreement to be duly executed and delivered as of the Effective Date.

BARCLAYS BANK PLC.
as Existing Agent

By:


Name: Christopher R. Lee
Title: Vice President

[ASSIGNMENT OF THIRD AMENDED AND RESTATED
FIRST LIEN SECURITY INTEREST IN TRADEMARKS]

TRADEMARK
REEL: 005573 FRAME: 0355

GOLDMAN SACHS BANK USA,
as Successor Agent

By:



Authorized Signatory

Elizabeth Fischer
Authorized Signatory

[ASSIGNMENT OF THIRD AMENDED AND RESTATED
FIRST LIEN SECURITY INTEREST IN TRADEMARKS]

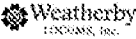
TRADEMARK
REEL: 005573 FRAME: 0356

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,	RN NETWORK	18-FEB-2004 / 24-MAY-2005	Registered; Supplemental	78370253 / 2956184

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Inc.			Register	
CHG Management, Inc.	RN NETWORK (and design) 	28-JUN-2012	Pending	85664303
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,	WEATHERBY	18-OCT-2002 / 16-DEC-2003	Registered	78176058 / 2794781

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Inc.	LOCUMS			
CHG Management, Inc.	WEATHERBY LOCUMS, INC. (and Design) 	18-OCT-2002 / 25-JAN-2005	Registered	78176051 / 2920592
CHG Management, Inc.	WEATHERBY MEDICAL STAFFING	07-APR-2011	Pending; Published	85289641
CHG Management, Inc.	YOUR WISH IS OUR COMMAND	20-DEC-2010 / 27-MAR-2012	Registered	85202001 / 4119410