

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM386966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHG HEALTHCARE SERVICES, INC.		06/07/2016	Corporation: DELAWARE
CHG Management, Inc.		06/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA		
Street Address:	30 HUDSON STREET		
Internal Address:	5TH FLOOR		
City:	JERSEY CITY		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 16			
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:	3770017	FOLLOW THE GECKO	
Registration Number:	3232697	FOUNDATION MEDICAL STAFFING	
Registration Number:	3290177	RN NETWORK	
Registration Number:	2956184	RN NETWORK	
Registration Number:	4422765	RNNETWORK	
Registration Number:	4186376	THE BEST PEOPLE TO HELP YOU PROVIDE THE	
Registration Number:	4195420	WEATHERBY HEALTHCARE	
Registration Number:	4195421	WEATHERBY HEALTHCARE	
Registration Number:	4119410	YOUR WISH IS OUR COMMAND	
Serial Number:	86890529	PUTTING PEOPLE FIRST	
Serial Number:	86039530	COMPHEALTH COMPHEALTH	
Registration Number:	4844017	RED RIBBON SERVICE	

CH \$415.00 3242988

CORRESPONDENCE DATA**Fax Number:** 2022631253

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: 2028357500**Email:** dcip@milbank.com**Correspondent Name:** Javier Ramos**Address Line 1:** 1850 K St. NW, Suite 1100**Address Line 4:** Washington, D.C. 20006

NAME OF SUBMITTER:	Javier J. Ramos
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SIGNATURE:	/Javier J. Ramos/
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DATE SIGNED:	06/07/2016
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Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of June 7, 2016, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of Goldman Sachs Bank USA, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the First Lien Credit Agreement referred to below).

Reference is made to (i) the First Lien Credit Agreement, dated as of June 7, 2016 (as amended, restated, modified or supplemented 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, Goldman Sachs Bank USA, as Administrative Agent and Collateral Agent and the other agents and arrangers party thereto, (ii) each Secured Hedge Agreement, and (iii) each agreement relating to Cash Management Services. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement, the Hedge Banks have agreed to enter into and/or maintain one or more Secured Hedge Agreements and the Cash Management Banks have agreed to enter into and/or maintain Cash Management Services, on the terms and conditions set forth in the First Lien Credit Agreement, in such Secured Hedge Agreements or agreements relating to Cash Management Services, as applicable.

Whereas, as a condition precedent to the Lenders extension of such credit, the obligation of the Hedge Banks to enter into and/or maintain such Secured Hedge Agreements and the obligation of the Cash Management Banks to enter into and/or maintain such Cash Management Services, each Grantor has executed and delivered that certain First Lien Security Agreement dated June 7, 2016, among the Grantors, Holdings and the Collateral Agent (as amended, restated, modified or supplemented from time to time, the “**Security Agreement**”).

Whereas, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Terms defined in the First Lien Credit Agreement and Security Agreement and not otherwise defined herein are used herein as defined in the First Lien Credit Agreement and Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties 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; provided that, in no event shall any security

interest be granted in any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, prior to the filing and acceptance of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law (it being understood that after such period such intent-to-use application shall be automatically subject to the security interest granted herein).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by each Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY 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 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).


SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED

PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

CHG HEALTHCARE SERVICES, INC.,
Grantor

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

CHG MANAGEMENT, INC., Grantor

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

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

GOLDMAN SACHS BANK USA, as Collateral
Agent and Grantee

By: 


Authorized Signatory

Robert Ehudin
Authorized Signatory

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005808 FRAME: 0507

SCHEDULE A

<u>Loan Party</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 (US)	78651975 / 3242988
CHG Healthcare Services, Inc.	CHG HEALTHCARE SERVICES	09-JAN-2006 / 10-JUL-2007	Registered (US)	78787968 / 3263077
CHG Management, Inc.	COMPHEALTH	20-DEC-2010 / 12-JUL-2011	Registered (US)	85202021 / 3993921
CHG Management, Inc.	COMPHEALTH	17-MAR-1986 / 27-JAN-1987	Registered (US)	73588192 / 1426819
CHG Management, Inc.	FOLLOW THE GECKO	26-FEB-2009 / 06-APR-2010	Registered (US)	77679321 / 3770017
CHG Management, Inc.	FOUNDATION MEDICAL STAFFING	11-NOV-2005 / 24-APR-2007	Registered (US)	78752297 / 3232697
CHG Management, Inc.	RN NETWORK	11-JAN-2007 / 11-SEP-2007	Registered (US)	77081478 / 3290177
CHG Management, Inc.	RN NETWORK	18-FEB-2004 / 24-MAY-2005	Registered (US)	78370253 / 2956184
CHG Management, Inc.	RN NETWORK (and design) 	28-JUN-2012 / 22-OCT-2013	Registered (US)	85664303 / 4422765
CHG Management, Inc.	THE BEST PEOPLE TO HELP YOU PROVIDE THE BEST HEALTHCARE	19-DEC-2011 / 07-AUG-2012	Registered (US)	85498748 / 4186376
CHG Management, Inc.	WEATHERBY	11-FEB-2011 / 21-AUG-2012	Registered	85239989 / 4195420

#4832-1432-9394v2

<u>Loan Party</u>	<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Status</u>	<u>Application/ Registration No.</u>
Inc.	HEALTHCARE		(US)	
CHG Management, Inc.	WEATHERBY HEALTHCARE (and Design) 	11-FEB-2011 / 21- AUG-2012	Registered (US)	85240144 / 4195421
CHG Management, Inc.	YOUR WISH IS OUR COMMAND	20-DEC-2010 / 27- MAR-2012	Registered (US)	85202001 / 4119410
CHG Management, Inc.	PUTTING PEOPLE FIRST	28-JAN-2016 / N/A	Pending (US)	86890529 / N/A
CHG Management, Inc.	COMPHEALTH 	15-AUG-2013 / N/A	Pending (US)	86039530 / N/A
CHG Management, Inc.	RED RIBBON SERVICE	9-SEPT-2014 / 3- NOV-2015	Registered (US)	86389730 / 4844017