

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BSP Agency, LLC		06/22/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cross Country Healthcare, Inc.		
Street Address:	6551 Park Commerce Boulevard, NW		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3505760	NURSE MANAGER BOOT CAMP	
Registration Number:	2973868	CROSS COUNTRY HEALTHCARE	
Registration Number:	3077370	CROSS COUNTRY HEALTHCARE	
Registration Number:	2582007	ASSIGNMENT AMERICA	
Registration Number:	2824372	CROSS COUNTRY TRAVCORPS	
Registration Number:	2122225	CROSS COUNTRY STAFFING	
Registration Number:	1491664	CROSS COUNTRY NURSES	
Registration Number:	1575404	TRAVCORPS	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Aveunue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	058337-0014		

CH \$215.00 3505760

NAME OF SUBMITTER:	Scott Kareff 058337-0014)
SIGNATURE:	/kc for sk/
DATE SIGNED:	09/12/2016
Total Attachments: 5 source=Trademark Release for Cross Country Healthcare, Inc. - BSP Agency, LLC#page1.tif source=Trademark Release for Cross Country Healthcare, Inc. - BSP Agency, LLC#page2.tif source=Trademark Release for Cross Country Healthcare, Inc. - BSP Agency, LLC#page3.tif source=Trademark Release for Cross Country Healthcare, Inc. - BSP Agency, LLC#page4.tif source=Trademark Release for Cross Country Healthcare, Inc. - BSP Agency, LLC#page5.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest, dated as of June 22, 2016 (the "Trademark Security Release") is made by BSP Agency, LLC ("Releasor"), in its capacity as agent under the Loan Agreement (as defined herein) and those certain Trademark Security Agreements, dated as of June 30, 2014 (the "Trademark Security Agreements"), by CROSS COUNTRY HEALTHCARE, INC. ("Borrower"), LOCAL STAFF, LLC ("Local"), MDA HOLDINGS, INC. ("MDA"), CROSS COUNTRY STAFFING, INC. ("Staffing"), CROSS COUNTRY EDUCATION, LLC ("Education"), CEJKA SEARCH, INC. ("Cejka"), ASSIGNMENT AMERICA, LLC ("Assignment"), MEDICAL DOCTOR ASSOCIATES, LLC ("Doctor"), and OWS, LLC ("OWS") (OWS, together with Borrower, Local, MDA, Staffing, Education, Cejka, Assignment and Doctor, collectively the "Releasees") in favor of Agent. Except as otherwise provided herein, any capitalized term used herein but not otherwise defined shall have the meaning set forth (or incorporated) in the Loan Agreement or Trademark Security Agreements, as applicable.

WHEREAS, pursuant to the Second Lien Loan and Security Agreement dated as of June 30, 2014 between Releasees, Agent, and others party thereto (as at any time amended, restated, supplemented or otherwise modified, the "Loan Agreement") and those certain Trademark Security Agreements recorded in the United States Patent and Trademark Office at Reel 5348, Frame 0714 on August 20, 2014; Reel 5348, Frame 0799 on August 20, 2014; Reel 5348, Frame 0779 on August 20, 2014; Reel 5348, Frame 0757 on August 20, 2014; Reel 5348, Frame 0737 on August 20, 2014; Reel 5348, Frame 0825 on August 20, 2014; Reel 5314, Frame 0781 on July 2, 2014; Reel 5314, Frame 0827 on July 2, 2014; and Reel 5314, Frame 0696 on July 2, 2014, Releasees, granted, assigned and pledged to Releasor, as Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the following property of each Releasee, whether then existing or thereafter 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 then or thereafter 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 Releasee's business connected with and symbolized by the Trademarks; and;

(c) all proceeds of the foregoing.

WHEREAS, Releasees have requested and the Releasor has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing

and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.


NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement or Trademark Security Agreements, as applicable.

2. Release. Releasor hereby, terminates, releases, relinquishes and discharges its continuing security interest in and Lien upon the Trademark Collateral and any and all right, title and interest of the Releasor in the Trademark Collateral shall hereby terminate, cease and become void, all without representation, warranty or recourse of any kind.

IN WITNESS WHEREOF, Releasor has caused this Release of Trademark
Security Interest to be duly executed as of June 22 2016.

BSP AGENCY, LLC
as Agent

By: 
Name: Bryan Martoken
Title: CFO

RELEASE OF TRADEMARK SECURITY
INTEREST

TRADEMARK
REEL: 005875 FRAME: 0233

EXHIBIT A

Trademark Registrations

Owner	Mark	Reg. No.	Reg. Date
Assignment America, LLC	MEDICAL STAFFING NETWORK and Design	4354795	06/18/13
Assignment America, LLC	PHARMSTAFF A MEDICAL STAFFING NETWORK COMPANY and Design	3585479	03/10/09
Assignment America, LLC	MSN MEDICAL STAFFING NETWORK and Design	3724215	12/15/09
Assignment America, LLC	ONESOURCE	3577477	02/17/09
Assignment America, LLC	INTELISTAF TRAVEL	3479298	08/05/08
Assignment America, LLC	INTELISTAF HEALTHCARE	3365376	01/08/08
Assignment America, LLC	ALL BETTER NURSING	1894453	05/16/95
Assignment America, LLC	PHARMSTAFF	1720655	09/29/92
Assignment America, LLC	FLYING NURSES	1545615	06/27/89
Cejka Search, Inc.	CONTACT PHYSICIANS X and Design	4204588	09/11/12
Cejka Search, Inc.	CEJKA SEARCH	2978954	07/26/05
Cejka Search, Inc.	CEJKA	2639003	10/22/02
Cejka Search, Inc.	STARMED	1488786	05/17/88
Cross Country Healthcare, Inc.	CROSS COUNTRY PUBLISHING and Design	4070252	12/13/11
Cross Country Healthcare, Inc.	CROSS COUNTRY EDUCATION and Design	3519153	10/21/08
Cross Country Healthcare, Inc.	NURSE MANAGER BOOT CAMP	3505760	09/23/08
Cross Country Healthcare, Inc.	CROSS COUNTRY HEALTHCARE	2973868	07/19/05
Cross Country Healthcare, Inc.	CROSS COUNTRY HEALTHCARE and Design	3077370	04/04/06
Cross Country	ASSIGNMENT	2582007	06/18/02

Healthcare, Inc.	AMERICA and Design		
Cross Country Healthcare, Inc.	CROSS COUNTRY TRAVCORPS and Design	2824372	03/23/04
Cross Country Healthcare, Inc.	CROSS COUNTRY STAFFING	2122225	12/16/97
Cross Country Healthcare, Inc.	CROSS COUNTRY NURSES	1491664	06/07/88
Cross Country Healthcare, Inc.	TRAVCORPS	1575404	01/02/90
Cross Country Staffing, Inc.	CRU48 CRISIS RESPONSE UNIT	3475268	07/29/08
Cross Country Staffing, Inc.	CROSS COUNTRY UNIVERSITY EST 1995 and Design	3526484	11/04/08
Cross Country Staffing, Inc.	ITRAVEL CCTC and Design	3805203	06/22/10
Cross Country Staffing, Inc.	NOVAPRO	2149757	04/07/98
Local Staff, LLC	MEDSTAFF HEALTHCARE SOLUTIONS and Design	3391381	03/04/08
Local Staff, LLC	MEDSTAFF HEALTHCARE SOLUTIONS THE DIFFERENCE IS IN THE DETAILS and Design	3166331	10/31/06
Local Staff, LLC	CLINICAL LAB STAFF	2493645	09/25/01
Local Staff, LLC	HEALTHCARE FINANCIAL STAFFING	2333922	03/21/00
MDA Holdings, Inc.	MEDICAL DOCTOR ASSOCIATES	2535014	01/29/02
Medical Doctor Associates, LLC	SABER-SALISBURY GROUP and Design	3893500	12/21/10
Medical Doctor Associates, LLC	SABER-SALISBURY GROUP	3893499	12/21/10
OWS, LLC	OPTIMAL WORKFORCE SOLUTIONS and Design	4408280	09/24/13