

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM410925

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of First Lien 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 collateral agent		12/30/2016	Chartered Bank: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jefferies Finance LLC, as successor collateral agent		
<b>Street Address:</b>	520 Madison Ave		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3242988	CHG	
<b>Registration Number:</b>	3263077	CHG HEALTHCARE SERVICES	
<b>Registration Number:</b>	3993921	COMPHEALTH	
<b>Registration Number:</b>	1426819	COMPHEALTH	
<b>Registration Number:</b>	3770017	FOLLOW THE GECKO	
<b>Registration Number:</b>	3232697	FOUNDATION MEDICAL STAFFING	
<b>Registration Number:</b>	3290177	RN NETWORK	
<b>Registration Number:</b>	2956184	RN NETWORK	
<b>Registration Number:</b>	4422765	RNNETWORK	
<b>Registration Number:</b>	4186376	THE BEST PEOPLE TO HELP YOU PROVIDE THE	
<b>Registration Number:</b>	4195420	WEATHERBY HEALTHCARE	
<b>Registration Number:</b>	4195421	WEATHERBY HEALTHCARE	
<b>Registration Number:</b>	4119410	YOUR WISH IS OUR COMMAND	
<b>Serial Number:</b>	86890529	PUTTING PEOPLE FIRST	
<b>Registration Number:</b>	5013253	COMPHEALTH COMPHEALTH	
<b>Registration Number:</b>	4844017	RED RIBBON SERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022631253		

CH \$415.00 3242988

***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 J. Ramos  
**Address Line 1:** 1850 K St. NW, Suite 1100  
**Address Line 2:** Milbank, Tweed, Hadley & McCloy LLP  
**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	30045.87100
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<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
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<b>SIGNATURE:</b>	/Javier J. Ramos/
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<b>DATE SIGNED:</b>	01/03/2017
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**Total Attachments: 6**

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**ASSIGNMENT OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS (this “**Agreement**”), dated as of December 30, 2016 (the “**Effective Date**”), is by and among Goldman Sachs Bank USA (“**Existing Agent**”), in its capacity as collateral agent under the First Lien Credit Agreement (as defined below) and Jefferies Finance LLC (“**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 June 7, 2016, as amended by the Incremental and First Amendment thereto, dated as of November 30, 2016 (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 First Lien Trademark Security Agreement, dated as of June 7, 2016 and recorded with the United States Patent and Trademark Office at Reel/Frame No. 5808/0501 (the “**Trademark Security Agreement**”), among CHG Management, Inc. and CHG Healthcare Services, 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]*

#4835-5698-6941v6

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.

GOLDMAN SACHS BANK USA  
as Existing Agent

By:

  
\_\_\_\_\_  
Authorized Signatory

Elizabeth Flecher  
Authorized Signatory

[ASSIGNMENT OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS]

**JEFFERIES FINANCE LLC**  
as Successor Agent



By: 

Name: J. Paul Chisholm  
Title: Managing Director

[ASSIGNMENT OF FIRST LIEN SECURITY INTEREST IN TRADEMARKS]

**TRADEMARK**  
**REEL: 005956 FRAME: 0720**

[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 (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 HEALTHCARE	11-FEB-2011 / 21-AUG-2012	Registered (US)	85239989 / 4195420
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	Registered (US)	86039530 / 5013253
CHG Management, Inc.	RED RIBBON SERVICE	9-SEPT-2014 / 3-NOV-2015	Registered (US)	86389730 / 4844017