ETAS ID: TM546961

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CROSS COUNTRY HEALTHCARE, INC.		10/25/2019	Corporation: DELAWARE
Cejka Search, Inc.		10/25/2019	Corporation: DELAWARE
Advantage RN, LLC		10/25/2019	Limited Liability Company: DELAWARE
Local Staff, LLC		10/25/2019	Limited Liability Company: DELAWARE
Cross Country Staffing, Inc.		10/25/2019	Corporation: DELAWARE
New Mediscan II, LLC		10/25/2019	Limited Liability Company: CALIFORNIA
Assignment America, LLC		10/25/2019	Limited Liability Company: DELAWARE
MDA Holdings, Inc.		10/25/2019	Corporation: DELAWARE
OWS, LLC		10/25/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	2582007	ASSIGNMENT AMERICA
Serial Number:	88463019	CROSS COUNTRY ALLIED
Serial Number:	88463009	CROSS COUNTRY ALLIED
Serial Number:	88463024	CROSS COUNTRY EDUCATION
Serial Number:	88466875	CROSS COUNTRY EDUCATION
Serial Number:	88572892	CROSS COUNTRY HEALTHCARE

TRADEMARK REEL: 006781 FRAME: 0534

900521020

Property Type	Number	Word Mark			
Registration Number:	2973868	CROSS COUNTRY HEALTHCARE			
Registration Number:	3077370	CROSS COUNTRY HEALTHCARE			
Serial Number:	88479502	CROSS COUNTRY LOCAL			
Serial Number:	88479506	CROSS COUNTRY LOCAL			
Serial Number:	88462997	CROSS COUNTRY LOCUMS			
Serial Number:	88463026	CROSS COUNTRY LOCUMS			
Serial Number:	88272502	CROSS COUNTRY NURSES			
Serial Number:	88466839	CROSS COUNTRY NURSES			
Serial Number:	88572903	CROSS COUNTRY SEARCH			
Serial Number:	88572900	CROSS COUNTRY SEARCH			
Registration Number:	2122225	CROSS COUNTRY STAFFING			
Registration Number:	2824372	CROSS COUNTRY TRAVCORPS			
Serial Number:	88462994	CROSS COUNTRY WORKFORCE SOLUTIONS			
Serial Number:	88479497	CROSS COUNTRY WORKFORCE SOLUTIONS			
Registration Number:	1575404	TRAVCORPS			
Registration Number:	4706195	ACCOUNTABLE RECRUITMENT SOLUTIONS			
Registration Number:	2639003	CEJKA			
Registration Number:	2978954	CEJKA SEARCH			
Registration Number:	1488786	STARMED			
Registration Number:	3917124	ADVANTAGE ALLIED			
Registration Number:	4859454	ADVANTAGE LOCUMS			
Registration Number:	3919605	ADVANTAGE LOCUMS			
Registration Number:	4913489	ADVANTAGE ON CALL			
Registration Number:	5005906	ADVANTAGE RN			
Registration Number:	3917096	ADVANTAGE RN			
Registration Number:	5015628	ARN HEALTHCARE STAFFING			
Registration Number:	4408076	ARN HEALTHCARE STAFFING ADVANTAGE RESOUR			
Registration Number:	3391381	MEDSTAFF HEALTHCARE SOLUTIONS			
Registration Number:	3475268	CRU48 CRISIS RESPONSE UNIT			
Registration Number:	3805203	I ITRAVEL CCTC			
Registration Number:	5684461	DE			
Registration Number:	5684462	DIRECTED EDUCATIONAL SERVICES			
Registration Number:	5684460	DIRECTED EDUCATIONAL SERVICES			
Registration Number:	3365376	INTELISTAF			
Registration Number:	4354795	MEDICAL STAFFING NETWORK			
Registration Number:	3577477	ONESOURCE			
Registration Number:	1720655	PHARMSTAFF			
Registration Number:	4373086	MEDICAL DOCTOR ASSOCIATES			

Property Type	Number	Word Mark
Registration Number:	4408280	OPTIMAL WORKFORCE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: Ted.Mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Syed Humza Moinuddin
SIGNATURE:	/Syed Humza Moinuddin/
DATE SIGNED:	10/28/2019

Total Attachments: 17

source=IP Filing#page1.tif

source=IP Filing#page2.tif

source=IP Filing#page3.tif

source=IP Filing#page4.tif

source=IP Filing#page5.tif

source=IP Filing#page6.tif

source=IP Filing#page7.tif

source=IP Filing#page8.tif

source=IP Filing#page9.tif

source=IP Filing#page10.tif

source=IP Filing#page11.tif

source=IP Filing#page12.tif

source=IP Filing#page13.tif

source=IP Filing#page14.tif

source=IP Filing#page15.tif

source=IP Filing#page16.tif

source=IP Filing#page17.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "<u>Trademark Security Agreement</u>") is made this 25th day of October, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "<u>Grantors</u>" and each individually "<u>Grantor</u>"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("<u>Wells Fargo</u>"), in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "<u>Administrative Agent</u>").

WITNESSETH:

WHEREAS, pursuant to the ABL Credit Agreement, dated as of October 25, 2019 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Cross Country Healthcare, Inc., a Delaware corporation ("Parent"), Cejka Search, Inc., a Delaware corporation ("Cejka"), Cross Country Staffing, Inc., a Delaware corporation ("Cross Country Staffing"), Cross Country Support Services, LLC, a Delaware limited liability company ("Cross Country Support"), Assignment America, LLC, a Delaware limited liability company ("Assignment America"), Travel Staff, LLC, a Delaware limited liability company ("Travel Staff"), Local Staff, LLC, a Delaware limited liability company ("Local Staff"), Medical Doctor Associates, LLC, a Delaware limited liability company ("Medical Doctor"), OWS, LLC, a Delaware limited liability company ("OWS"), New Mediscan II, LLC, a California limited liability company ("New Mediscan"), Mediscan Diagnostic Services, LLC, a California limited liability company ("Mediscan Diagnostic"), Advantage RN, LLC, a Delaware limited liability company ("Advantage RN"), Advantage RN Local Staffing, LLC, a Delaware limited liability company ("Advantage RN Local Staffing"), and American Personnel, Inc., a Massachusetts corporation ("American Personnel" and together with Parent, Cejka, Cross Country Staffing, Cross Country Support, Assignment America, Travel Staff, Local Staff, Medical Doctor, OWS, New Mediscan, Mediscan Diagnostic, Advantage RN, Advantage RN Local Staffing and any other Person that becomes party thereto as a Borrower, each individually a "Borrower", and collectively, "Borrowers"), ARNCP, LLC, a Delaware limited liability company ("ARNCP"), MDA Holdings, Inc., a Delaware corporation ("MDA Holdings"), Credent Verification and Licensing Services, LLC, a Delaware limited liability company ("Credent Verification"), Mediscan Nursing Staffing, LLC, a California limited liability company ("Mediscan Nursing Staffing" and together with ARNCP, MDA Holdings, Credent Verification and any other Person that becomes party thereto as a Guarantor, each individually a "Guarantor", and collectively, "Guarantors"), the lenders party thereto as "Lenders" (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender"), Administrative Agent, and Wells Fargo, as Collateral Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of Lender Group and the Bank Product Providers, the Guaranty and Security Agreement, dated as of October 25, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

- 1. <u>DEFINED TERMS</u>. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in <u>Section 1(b)</u> of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Administrative Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "<u>Security Interest</u>") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "<u>Trademark Collateral</u>"):
 - (a) all of its Trademarks referred to on Schedule I;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages and (ii) injury to the goodwill associated with any Trademark.

Notwithstanding the foregoing, the Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral.

- 3. <u>SECURITY FOR SECURED OBLIGATIONS</u>. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
- 4. <u>SECURITY AGREEMENT</u>. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any

inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If any Grantor shall obtain rights to any new trademarks that constitute Collateral, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new trademarks or renewal or extension of any trademark registration that constitute Collateral in accordance with the terms of the Guaranty and Security Agreement. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Administrative Agent unilaterally to modify this Trademark Security Agreement by amending <u>Schedule I</u> to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend <u>Schedule I</u> shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on <u>Schedule I</u>.
- 6. <u>COUNTERPARTS</u>. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.
- 7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature page follows]

IN WITNESS WHEREOF, the porties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

CROSS COUNTRY HEALTHCARE, INC.

By: Name: Kevlift C. Clark
Title: President and CEO

CEJKA SEARCH, INC.

Name: Kevin C. Clark

Title: Executive Vice President

ADVANTAGE RN, LLC

Name: Kevin C. Clark

Title: Executive Vice President

LOCAL STAFF, LLC

By: ______ Name: Kevin C. Clark

Title: Executive Vice President

CROSS COUNTRY STAFFING, INC.

Name: Kevin C. Clark

Title: Executive Vice President

NEW MEDISCAN II, LLC

Name: Kevin C. Clark

Title: Vice President

ASSIGNMENT AMERICA, LLC

willy warming
By:
Name Kevin Coctark
Title: Executive Vice President
MDA HOLDINGS, INC.
in the second se
And the second s
By:
Name: Kevin C. Clark
Title: Executive Vice President
ows, LLC
wing
and the second s
A CONTRACTOR OF THE PARTY OF TH
By:
Name: Kevin C. Clark
Title: Executive Vice President
ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association
TWO I CONTY
By:
Name:
Its Authorized Signatory
IIS AIRIOUNCE DIRECTORY

ADMINISTRATIVE AGENT:

ASSIGNMENT AMERICA, LLC

By:	***************************************
Name:	
Title:	
NAMES A RESERVE	DANKERTO KALIOT
MDA HOL	DINGS, INC.
Bv:	
Name:	
Title:	
OWS, LLC	
Dree	
Noma:	
Title	
1 1116.	
ACCEPTE	D AND ACKNOWLEDGED BY
WELLS FA	RGO BANK, NATIONAL
ASSOCIAT	YON, a national banking
association	el
/	'// / //
	7 / //
- ///	Mast
By: 4/1	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
Name: 66	
Its A	Authorized Signatory

ADMINISTRATIVE AGENT:

SCHEDULE I to TRADEMARK SECURITY AGREEMENT

Trademarks Owned by Cross Country Healthcare, Inc.

COUNTRY STATE	Mark/Name	App No./Reg. No.	Applicati on Date	Registra tion Date	Owner
Australia	ASSIGNMENT AMERICA AND DESIGN OF ARROW AND BALL ASSIGNMENT ASSIGNMENT	RN: 884301 SN: 884301	July 31, 2001	July 31, 2001	Cross Country Healthcare, Inc. (Delaware Corp.)
United Kingdom	ASSIGNMENT AMERICA AND DESIGN OF ARROW AND BALL ASSIGNMENT ASSIGNMENT	RN: 2276723 SN: 2276723	August 1, 2001	August 1, 2001	Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	ASSIGNMENT AMERICA and Design ASSignment America	RN: 2582007 SN: 76292885	July 31, 2001	June 18, 2002	Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY ALLIED	SN: 88463019	June 6, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY ALLIED and Design CROSS COUNTRY ALLIEB	SN: 88463009	June 6, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY EDUCATION	SN: 88463024	June 6, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)

5853781.6

COUNTRY STATE	Mark/Name	App. No./Reg. No.	Applicati on Date	Registra tion Date	Owner
US Federal	CROSS COUNTRY EDUCATION and Design CROSS COUNTRY EDUCATION	SN: 88466875	June 10, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY HEALTHCARE	SN: 88572892	August 9, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY HEALTHCARE	RN: 2973868 SN: 78307954	October 1, 2003	July 19, 2005	Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY HEALTHCARE and Design	RN: 3077370 SN: 78267661	June 26, 2003	April 4, 2006	Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY LOCAL	SN: 88479502	June 19, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY LOCAL and Design CROSS COUNTRY	SN: 88479506	June 19, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY LOCUMS	SN: 88462997	June 6, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY	SN: 88463026	June 6, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)

5853781.6 4

COUNTRY STATE	Mark/Name	App. No/Reg. No.	Applicati on Date	Registra tion Date	Owner
	LOCUMS and Design CROSS COUNTRY LEGIUMS				
US Federal	CROSS COUNTRY NURSES	SN: 88272502	January 23, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY NURSES and Design CROSS COUNTRY NURSES	SN: 88466839	June 10, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY SEARCH and Design CROSS COUNTRY SEARCH	SN: 88572903	August 9, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY SEARCH	SN: 88572900	August 9, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY STAFFING	RN: 2122225 SN: 75061488	February 23, 1996	Decembe r 16, 1997	Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY TRAVCORPS and Design CROSS COUNTRY TRAVCORPS	RN: 2824372 SN: 76292886	July 31, 2001	March 23, 2004	Cross Country Healthcare, Inc. (Delaware Corp.)
US	CROSS	SN:	June 6,		Cross Country Healthcare,

5853781.6 5

COUNTRY STATE	Mark/Name	App No./Reg. No.	Applicati on Date	Registra tion Date	Owner
Federal	COUNTRY WORKFORCE SOLUTIONS	88462994	2019		Inc. (Delaware Corp.)
US Federal	CROSS COUNTRY WORKFORCE SOLUTIONS and Design CROSS CROSS COUNTRY WORKFORCE SOLUTIONS	SN: 88479497	June 19, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	TRAVCORPS	RN: 1575404 SN: 73672987	July 20, 1987	January 2, 1990	Cross Country Healthcare, Inc. (Delaware Corp.)

Trademarks Owned by Cejka Search, Inc.

COUNTRY STATE	Mark/Name	App No Reg. No.	Applicati on Date	Registra tion Date	Owner
US Federal	ACCOUNTABLE RECRUITMENT SOLUTIONS	RN: 4706195 SN: 85956938	June 11, 2013	March 24, 2015	Cejka Search, Inc. (Delaware Corp.)
US Federal	<u>CEJKA</u>	RN: 2639003 SN: 76296631	August 8, 2001	October 22, 2002	Cejka Search, Inc. (Delaware Corp.)
US Federal	CEJKA SEARCH	RN: 2978954 SN: 78266032	June 23, 2003	July 26, 2005	Cejka Search, Inc. (Delaware Corp.)
US Federal	<u>STARMED</u>	RN: 1488786 SN: 73683965	Septemb er 14, 1987	May 17, 1988	Cejka Search, Inc. (Delaware Corp.)

5853781.6

Trademarks Owned by Advantage RN, LLC

COUNTRY	Mark/Name	App No Reg. No.	Applicati on Date	Registra tion Date	Owner
US Federal	ADVANTAGE ALLIED and Design	RN: 3917124 SN: 85074140	June 29, 2010	February 8, 2011	Advantage RN, LLC (Delaware Limited Liability Company)
	Advantage()				
US Federal	ADVANTAGE LOCUMS	RN: 4859454 SN: 86606235	April 22, 2015	Novembe r 24, 2015	Advantage RN, LLC (Delaware Limited Liability Company)
US Federal	ADVANTAGE LOCUMS and Design	RN: 3919605 SN: 85075018	June 30, 2010	February 15, 2011	Advantage RN, LLC (Delaware Limited Liability Company)
US Federal	ADVANTAGE ON CALL	RN: 4913489 SN: 86714529	August 4, 2015	March 8, 2016	Advantage RN, LLC (Delaware Limited Liability Company)
US Federal	ADVANTAGE RN	RN: 5005906 SN: 86606189	April 22, 2015	July 26, 2016	Advantage RN, LLC (Delaware Limited Liability Company)
US Federal	ADVANTAGE RN and Design	RN: 3917096 SN: 85073686	June 29, 2010	February 8, 2011	Advantage RN, LLC (Delaware Limited Liability Company)
US Federal	ARN HEALTHCARE STAFFING	RN: 5015628 SN: 86606330	April 22, 2015	August 9, 2016	Advantage RN, LLC (Delaware Limited Liability Company)
US Federal	ARN HEALTHCARE STAFFING ADVANTAGE RESOURCE NETWORK and Design	RN: 4408076 SN: 85644777	June 6, 2012	Septemb er 24, 2013	Advantage RN, LLC (Delaware Limited Liability Company)

5853781.6

COUNTRY STATE	Mark/Name	App. No./Reg. No.	Applicati on Date	Registra tion Date	Owner
	HEAUTHCARE STAFFING				

Trademarks Owned by Local Staff, LLC

COUNTRY STATE	Mark/Name	App. No./Reg. No.		Registra tion Date	Owner
US Federal	MEDSTAFE HEALTHCARE SOLUTIONS and Design	RN: 3391381 SN: 77218680	June 29, 2007	March 4, 2008	Local Staff, LLC (Delaware Limited Liability Company)

Trademarks Owned by Cross Country Staffing, Inc.

COUNTRY STATE	Mark/Name	App. No./Reg. No.	Applicati on Date	Registra tion Date	Owner
US Federal	CRU48 CRISIS RESPONSE UNIT	RN: 3475268 SN: 77291501	Septemb er 28, 2007	July 29, 2008	Cross Country Staffing, Inc. (Delaware Corp.)
US Federal	ITTRAVEL CCTC and Design	RN: 3805203 SN: 77276809	Septemb er 11, 2007	June 22, 2010	Cross Country Staffing, Inc. (Delaware Corp.)
US State (Nevada)	CRU48	RN: NV E070970200 7-1 AN: 20041938		October 8, 2007	CROSS COUNTRY STAFFING, INC.

5853781.6

Trademarks Owned by New Mediscan II, LLC

COUNTRY STATE	Mark/Name	App. No Reg. No.	Applicati on Date	Registra tion Date	Owner
US Federal	DE and Design	RN: 5684461 SN: 88004098	June 18, 2018	February 26, 2019	New Mediscan II, LLC (California Limited Liability Company)
US Federal	DIRECTED EDUCATIONAL SERVICES	RN: 5684462 SN: 88004115	June 18, 2018	February 26, 2019	New Mediscan II, LLC (California Limited Liability Company)
US Federal	DIRECTED EDUCATIONAL SERVICES and Design directed	RN: 5684460 SN: 88004089	June 18, 2018	February 26, 2019	New Mediscan II, LLC (California Limited Liability Company)

5853781.6 9

Trademarks Owned by Assignment America, LLC

COUNTRY STATE	Mark/Name	App. No Reg. No.	Applicati on Date	Registra tion Date	Owner
US Federal	INTELISTAF (Stylized) InteliStaf	RN: 3365376 SN: 77171349	May 2, 2007	January 8, 2008	Assignment America, LLC (Delaware Limited Liability Company)
US Federal	MEDICAL STAFFING NETWORK and Design	RN: 4354795 SN: 85475022	Novembe r 17, 2011	June 18, 2013	Assignment America, LLC (Delaware Limited Liability Company)
US Federal	ONESOURCE	RN: 3577477 SN: 77314552	October 26, 2007	February 17, 2009	Assignment America, LLC (Delaware Limited Liability Company)
US Federal	PHARMSTAFF	RN: 1720655 SN: 74236417	January 9, 1992	Septemb er 29, 1992	Assignment America, LLC (Delaware Limited Liability Company)
US State (Hawaii)	MEDICAL STAFFING NETWORK	RN: HI 4132834 AN: 79221666		August 7, 2014	ASSIGNMENT AMERICA, LLC
US State (Nebraska)	MEDICAL STAFFING NETWORK	RN: NE 10196477 AN: 20031288		August 19, 2014	ASSIGNMENT AMERICA, LLC
US State (Alabama)	MEDICAL STAFFING NETWORK	RN: AL 114680 AN: 79217679		August 12, 2014	ASSIGNMENT AMERICA, LLC
US State (Wyoming)	MEDICAL STAFFING NETWORK	RN: WY 2014- 000670733 AN: 20076082		August 26, 2014	ASSIGNMENT AMERICA, LLC
US State (Hawaii)	MSN	RN: HI 4132637		August 1, 2014	ASSIGNMENT AMERICA, LLC

5853781.6

COUNTRY STATE	Mark/Name	App No/Reg. No.	Registra tion Date	Owner
		AN: 79220858		
US State (Nebraska)	MSN	RN: NE 10196209 AN: 20031290	August 12, 2014	ASSIGNMENT AMERICA, LLC
US State (Alabama)	MSN	RN: AL 114681 AN: 79217680	August 12, 2014	ASSIGNMENT AMERICA, LLC
US State (Wyoming)	MSN	RN: WY 2014- 000670726 AN: 20076156	August 26, 2014	ASSIGNMENT AMERICA, LLC

${\bf Trademarks\ Owned\ by\ MDA\ Holdings, Inc.}$

COUNTRY STATE	Mark/Name	App. No./Reg. No.	Applicati on Date	Registra tion Date	Owner
US Federal	MEDICAL DOCTOR ASSOCIATES and Design	RN: 4373086 SN: 85430774	Septemb er 23, 2011	July 23, 2013	MDA Holdings, Inc. (Delaware Corp.)

Trademarks Owned by OWS, LLC

COUNTRY STATE	Mark/Name	App. No./Reg. No.	Applicati on Date	Registra tion Date	Owner
US Federal	OPTIMAL WORKFORCE SOLUTIONS and Design	RN: 4408280 SN: 85678103	July 16, 2012	Septemb er 24, 2013	OWS, LLC (Delaware Limited Liability Company)

5853781.6