

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM577651

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                          | Formerly | Execution Date | Entity Type           |
|-------------------------------|----------|----------------|-----------------------|
| CHG Companies, Inc.           |          | 05/15/2020     | Corporation: DELAWARE |
| CHG Healthcare Services, Inc. |          | 05/15/2020     | Corporation: DELAWARE |
| CHG Management, Inc.          |          | 05/15/2020     | Corporation: DELAWARE |
| CHG Medical Staffing, Inc.    |          | 05/15/2020     | Corporation: DELAWARE |
| GMS Medical Staffing, Inc.    |          | 05/15/2020     | Corporation: DELAWARE |
| ModioHealth, Inc.             |          | 05/15/2020     | Corporation: DELAWARE |

## RECEIVING PARTY DATA

|                        |   |
|------------------------|---|
| <b>Name:</b>           | U.S. Bank National Association, as collateral agent |
| <b>Street Address:</b> | 60 Livingston Avenue                                |
| <b>City:</b>           | St. Paul  |
| <b>State/Country:</b>  | MINNESOTA   |
| <b>Postal Code:</b>    | 55107   |
| <b>Entity Type:</b>    | National Banking Association: UNITED STATES         |

## PROPERTY NUMBERS Total: 18

| Property Type               | Number  | Word Mark                   |
|-----------------------------|---------|-----------------------------|
| <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> | 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> | 4195420 | WEATHERBY HEALTHCARE        |
| <b>Registration Number:</b> | 4195421 | WEATHERBY HEALTHCARE        |
| <b>Registration Number:</b> | 5347216 | LOCUMSTORY                  |
| <b>Registration Number:</b> | 3571346 | GLOBAL MEDICAL STAFFING     |
| <b>Registration Number:</b> | 4922725 | MODIO                       |
| <b>Registration Number:</b> | 5013253 | COMPHEALTH COMPHEALTH       |

CH \$465.00 3242988

| Property Type        | Number   | Word Mark                     |
|----------------------|----------|-------------------------------|
| Registration Number: | 4844017  | RED RIBBON SERVICE            |
| Registration Number: | 5465910  | CHG HEALTHCARE                |
| Serial Number:       | 88312606 | COMPHEALTH                    |
| Serial Number:       | 88762109 | GROUP ONE HEALTHCARE STAFFING |

#### CORRESPONDENCE DATA

**Fax Number:** 2028357586

*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:** 202-835-7500

**Email:** dcip@milbank.com

**Correspondent Name:** Javier J. Ramos

**Address Line 1:** 1850 K Street, NW, Suite 1100

**Address Line 2:** Milbank, LLP

**Address Line 4:** Washington, D.C. 20006

|                                |                   |
|--------------------------------|-------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 30045.00156       |
| <b>NAME OF SUBMITTER:</b>      | Javier J. Ramos   |
| <b>SIGNATURE:</b>              | /Javier J. Ramos/ |
| <b>DATE SIGNED:</b>            | 05/22/2020        |

#### Total Attachments: 9

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 15, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “**Grantors**”) in favor of U.S. BANK NATIONAL ASSOCIATION, as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Indenture referred to below).

Reference is made to that certain Indenture, dated as of May 15, 2020 (as amended, restated, modified or supplemented from time to time, the “**Indenture**”), among CHG Healthcare Services, Inc., a Delaware corporation (the “**Issuer**”), CHG Intermediate Corporation, a Delaware corporation (“**Holdings**”), the other Guarantors party thereto from time to time and U.S. Bank National Association, as Trustee and Collateral Agent. The GS Purchasers have agreed to purchase the Notes subject to the terms and conditions set forth in the Note Purchase Agreement.

Whereas, as a condition precedent to the GS Purchasers purchase of the Notes, each Grantor has executed and delivered that certain First Lien Security Agreement dated May 15, 2020, 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 Indenture and Security Agreement and not otherwise defined herein are used herein as defined in the Indenture 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 and Electronic Signing. 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. All notices, approvals, consents, requests and any communications hereunder must be in writing (provided that any communication sent hereunder must be in the form of a document that is signed manually or by way of a digital signature, in English). The Issuer agrees to assume all risks arising out of the use of using digital signatures and electronic methods to submit communications, including without limitation the risk of the parties hereto acting on unauthorized instructions, and the risk of interception and misuse by third parties.

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.

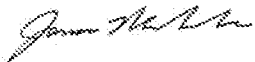
SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATION WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL 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 exercise of any right or remedy by the Collateral Agent hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement governing the exercise of any right or remedy by the Collateral Agent, the terms of the Intercreditor Agreement shall govern and control.

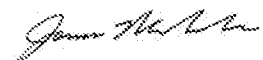
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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

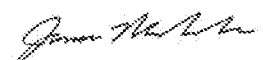
CHG COMPANIES, INC., Grantor

By:   
Name: James Marshall  
Title: Senior Vice President

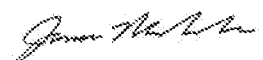
CHG HEALTHCARE SERVICES, INC., Grantor

By:   
Name: James Marshall  
Title: Senior Vice President

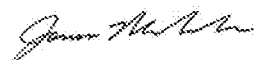
CHG MANAGEMENT, INC., Grantor

By:   
Name: James Marshall  
Title: Senior Vice President

CHG MEDICAL STAFFING, INC., Grantor

By:   
Name: James Marshall  
Title: Senior Vice President

GMS MEDICAL STAFFING, INC., Grantor

By:   
Name: James Marshall  
Title: Senior Vice President

MODIOHEALTH, INC., Grantor

By: \_\_\_\_\_  
Name: Kirk Heath  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006944 FRAME: 0663**

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

CHG COMPANIES, INC., Grantor

By: \_\_\_\_\_  
Name: James Marshall  
Title: Senior Vice President

CHG HEALTHCARE SERVICES, INC., Grantor

By: \_\_\_\_\_  
Name: James Marshall  
Title: Senior Vice President

CHG MANAGEMENT, INC., Grantor

By: \_\_\_\_\_  
Name: James Marshall  
Title: Senior Vice President

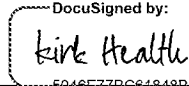
CHG MEDICAL STAFFING, INC., Grantor

By: \_\_\_\_\_  
Name: James Marshall  
Title: Senior Vice President

GMS MEDICAL STAFFING, INC., Grantor

By: \_\_\_\_\_  
Name: James Marshall  
Title: Senior Vice President

MODIOHEALTH, INC., Grantor

By:  \_\_\_\_\_  
Name: Kirk Heath  
Title: President and Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006944 FRAME: 0664**

U.S. BANK NATIONAL ASSOCIATION, as  
Collateral Agent and Grantee

By: Stephane Cox  
Authorized Signatory


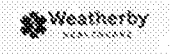

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006944 FRAME: 0665**



# SCHEDULE A

## TRADEMARKS

| Note Party                    | Trademark  | Filing Date /<br>Registration Date | Status          | Application Serial No.<br>/ Registration No. |
|-------------------------------|--|------------------------------------|-----------------|--|
| 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.          | 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)<br>           | 28-JUN-2012 / 22-OCT-2013          | Registered (US) | 85664303 / 4422765                           |
| CHG Management, Inc.          | WEATHERBY HEALTHCARE   | 11-FEB-2011 / 21-AUG-2012          | Registered (US) | 85239989 / 4195420                           |
| CHG Management, Inc.          | WEATHERBY HEALTHCARE (and Design)<br> | 11-FEB-2011 / 21-AUG-2012          | Registered (US) | 85240144 / 4195421                           |
| CHG Management, Inc.          | LOCUMSTORY   | 14-JUN-2016                        | Registered (US) | 87071509 / 5347216                           |
| GMS Medical Staffing, Inc.    | GLOBAL MEDICAL STAFFING  | 28-NOV-2007 / 10-FEB-2009          | Registered (US) | 77339515 / 3571346                           |
| ModioHealth, Inc.             | MODIO  | 10-AUG-2015 / 22-MAR-2016          | Registered (US) | 86720499 / 4922725                           |
| CHG Management, Inc.          | COMPHEALTH<br>                        | 15-AUG-2013 / 02-AUG-2016          | Registered (US) | 86039530 / 5013253                           |
| CHG Management, Inc.          | RED RIBBON SERVICE   | 9-SEPT-2014 / 3-NOV-2015           | Registered (US) | 86389730 / 4844017                           |

| <b>Note Party</b>          | <b>Trademark</b>                    | <b>Filing Date /<br/>Registration Date</b> | <b>Status</b>                | <b>Application Serial No.<br/>/ Registration No.</b> |
|----------------------------|-------------------------------------|--|------------------------------|--|
| CHG Management, Inc.       | CHG<br>HEALTHCARE                   | 21-MAR-2017 / 8-<br>MAY-2018               | Registered (US)              | 87380179 / 5465910                                   |
| CHG Management, Inc.       | COMPHEALTH                          | 02-FEB-2019 / N/A                          | Pending (US)                 | 88312606 / NA  |
| CHG Management, Inc.       | GROUP ONE<br>HEALTHCARE<br>STAFFING | 16-JAN-2020 / N/A                          | Pending (US)                 | 88762109 / N/A                                       |
| CHG Medical Staffing, Inc. | FOUNDATION<br>MEDICAL STAFFING      | N/A / 13-JAN-2011                          | Registered (Nevada)          | E0056612011-0 /<br>E0056612011-0                     |
| CHG Medical Staffing, Inc. | FOUNDATION<br>MEDICAL STAFFING      | N/A / 19-OCT-2005                          | Registered<br>(Nebraska)     | 10076952 / 10076952                                  |
| CHG Medical Staffing, Inc. | FOUNDATION<br>MEDICAL STAFFING      | N/A / 18-OCT-2005                          | Registered (North<br>Dakota) | 21620400 / 21620400                                  |
| CHG Medical Staffing, Inc. | FOUNDATION<br>MEDICAL STAFFING      | N/A / 18-OCT-2005                          | Registered<br>(Louisiana)    | 588924 / 588924                                      |
| CHG Medical Staffing, Inc. | FOUNDATION<br>MEDICAL STAFFING      | N/A / 18-OCT-2005                          | Registered<br>(Wyoming)      | 2005-000501375 / 2005-<br>000501375                  |
| CHG Medical Staffing, Inc. | RN NETWORK                          | N/A / 21-APR-2004                          | Registered<br>(Nebraska)     | 10057931 / 10057931                                  |
| CHG Medical Staffing, Inc. | RN NETWORK                          | N/A / 12-DEC-2015                          | Registered<br>(Alabama)      | 115 -770 / 115 -770                                  |
| CHG Medical Staffing, Inc. | RN NETWORK                          | N/A / 23-FEB-2004                          | Registered (New<br>Mexico)   | TK04022302 /<br>TK04022302                           |
| CHG Medical Staffing, Inc. | RN NETWORK                          | N/A / 23-FEB-2004                          | Registered (North<br>Dakota) | 10628400/ 10628400                                   |
| CHG Medical Staffing, Inc. | RN NETWORK                          | 06-FEB-2004 / 06-FEB-<br>2004              | Registered<br>(Wyoming)      | 2004-000461770 / 2004-<br>000461770                  |
| CHG Medical Staffing, Inc. | RN NETWORK                          | N/A / 05-FEB-2004                          | Registered<br>(Louisiana)    | 581046 / 581046                                      |
| CHG Medical Staffing, Inc. | RN NETWORK                          | 5-DEC-2014 / 5-DEC-<br>2014                | Registered<br>(Arizona)      | 611587 / 611587                                      |
| CHG Medical Staffing, Inc. | COMPHEALTH<br>MEDICAL STAFFING      | 03-MAR-2003 / 03-<br>MAR-2003              | Registered<br>(Arizona)      | 288481 / 288481                                      |
| CHG Medical Staffing, Inc. | FOUNDATION<br>MEDICAL STAFFING      | 10-OCTN/A / 18-OCT-<br>2005                | Registered<br>(Arizona)      | 356375 / 356375                                      |
| CHG Companies, Inc.        | COMPHEALTH                          | 29-FEB-2016 / 29-FEB-<br>2016              | Registered<br>(Arizona)      | 640162 / 640162                                      |
| CHG Medical Staffing, Inc. | COMPHEALTH<br>MEDICAL STAFFING      | 26-FEB-2003 / 26-FEB-<br>2003              | Registered<br>(Nebraska)     | 10042989 / 10042989                                  |
| CHG Medical Staffing, Inc. | COMPHEALTH<br>MEDICAL STAFFING      | N/A / 25-FEB-2003                          | Registered<br>(Wyoming)      | 2003-000447099 / 2003-<br>000447099                  |

| <b>Note Party</b>             | <b>Trademark</b>                      | <b>Filing Date /<br/>Registration Date</b> | <b>Status</b>             | <b>Application Serial No.<br/>/ Registration No.</b> |
|-------------------------------|---------------------------------------|--|---------------------------|--|
| CHG Companies, Inc.           | COMPHEALTH                            | N/A / 25-FEB-2003                          | Registered<br>(Wyoming)   | 2003-000447102 / 2003-<br>000447102                  |
| CHG Medical Staffing,<br>Inc. | DESTINATION<br>HEALTHCARE<br>STAFFING | N/A / 24-FEB-2003                          | Renewed (North<br>Dakota) | 18940000 / 18940000                                  |
| CHG Medical Staffing,<br>Inc. | COMPHEALTH<br>MEDICAL STAFFING        | N/A / 24-FEB-2003                          | Renewed (North<br>Dakota) | 18940100 / 18940100                                  |
| CHG Companies, Inc.           | COMPHEALTH                            | N/A / 24-FEB-2003                          | Renewed (North<br>Dakota) | 18939900 / 18939900                                  |
| CHG Medical Staffing,<br>Inc. | COMPHEALTH<br>MEDICAL STAFFING        | N/A / 24-FEB-2003                          | Registered<br>(Louisiana) | 577123 / 577123                                      |
| CHG Companies, Inc.           | COMPHEALTH                            | N/A / 24-FEB-2003                          | Registered<br>(Louisiana) | 577124 / 577124                                      |
| CHG Medical Staffing,<br>Inc. | FOUNDATION<br>MEDICAL STAFFING        | N/A / 09-JUN-2015                          | Registered<br>(Alabama)   | 109-786 / 109-786                                    |
| CHG Management, Inc.          | RN NETWORK                            | 07-JUL-2004 / 16-JUN-<br>2006              | Registered (Canada)       | 1222787 / TMA666186                                  |
| GMS Medical Staffing,<br>Inc. | GLOBAL MEDICAL<br>STAFFING            | 10-JAN-2008 / 05-OCT-<br>2009              | Registered (AU)           | 1219013 / 1219013                                    |