

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652841

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cross Country Healthcare, Inc.		06/08/2021	Corporation: DELAWARE
CEJKA SEARCH, INC.		06/08/2021	Corporation: DELAWARE
Cross Country Staffing, Inc.		06/08/2021	Corporation: DELAWARE
OWS, LLC		06/08/2021	Limited Liability Company: DELAWARE
Assignment America, LLC		06/08/2021	Limited Liability Company: DELAWARE
MDA Holdings, Inc.		06/08/2021	Corporation: DELAWARE
New Mediscan II, LLC		06/08/2021	Limited Liability Company: CALIFORNIA
Travel Staff, LLC		06/08/2021	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION, as SECOND LIEN AGENT
Street Address:	1100 North Market Street
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 49

Property Type	Number	Word Mark
Registration Number:	6243383	CROSS COUNTRY HEALTHCARE PROFESSIONALS
Registration Number:	6243382	CROSS COUNTRY HEALTHCARE PROFESSIONALS
Registration Number:	6246405	CROSS COUNTRY EDUCATION
Registration Number:	6246399	CROSS COUNTRY LOCUMS
Registration Number:	6246398	CROSS COUNTRY EDUCATION
Registration Number:	6246396	CROSS COUNTRY LOCUMS
Registration Number:	6105971	CROSS COUNTRY MEDICAL STAFFING NETWORK
Registration Number:	6089061	CROSS COUNTRY SEARCH
Registration Number:	6089060	CROSS COUNTRY SEARCH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	6089059	CROSS COUNTRY HEALTHCARE
Registration Number:	6088693	CROSS COUNTRY LOCAL
Registration Number:	6078083	CROSS COUNTRY LOCAL
Registration Number:	6078082	CROSS COUNTRY WORKFORCE SOLUTIONS
Registration Number:	6078044	CROSS COUNTRY NURSES
Registration Number:	6078022	CROSS COUNTRY WORKFORCE SOLUTIONS
Registration Number:	6038164	CROSS COUNTRY NURSES
Registration Number:	5943540	CROSS COUNTRY ALLIED
Registration Number:	5943537	CROSS COUNTRY ALLIED
Registration Number:	2973868	CROSS COUNTRY HEALTHCARE
Registration Number:	3077370	CROSS COUNTRY HEALTHCARE
Registration Number:	2978954	CEJKA SEARCH
Registration Number:	2824372	CROSS COUNTRY TRAVCORPS
Registration Number:	2582007	ASSIGNMENT AMERICA
Registration Number:	2122225	CROSS COUNTRY STAFFING
Registration Number:	1575404	TRAVCORPS
Registration Number:	1491664	CROSS COUNTRY NURSES
Registration Number:	4706195	ACCOUNTABLE RECRUITMENT SOLUTIONS
Registration Number:	2639003	CEJKA
Registration Number:	1488786	STARMED
Registration Number:	3475268	CRU48 CRISIS RESPONSE UNIT
Registration Number:	4408280	OPTIMAL WORKFORCE SOLUTIONS
Registration Number:	4354795	MEDICAL STAFFING NETWORK
Registration Number:	3577477	ONESOURCE
Registration Number:	3365376	INTELISTAF
Registration Number:	1720655	PHARMSTAFF
Registration Number:	4373086	MEDICAL DOCTOR ASSOCIATES
Registration Number:	2535014	MEDICAL DOCTOR ASSOCIATES
Registration Number:	5684462	DIRECTED EDUCATIONAL SERVICES
Registration Number:	5684461	DE
Registration Number:	5684460	DIRECTED EDUCATIONAL SERVICES
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

Property Type	Number	Word Mark
Registration Number:	4408076	ARN HEALTHCARE STAFFING ADVANTAGE RESOUR
Registration Number:	3391381	MEDSTAFF HEALTHCARE SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 7045032622
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: 7045032600
Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP
Address Line 1: 300 S. Tryon St., Ste 1700
Address Line 2: Attn: Moira Sheehan
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18876.515161 CCRN
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	06/09/2021

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 8th day of June, 2021, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WILMINGTON TRUST, NATIONAL ASSOCIATION** ("Wilmington Trust"), in its capacities as administrative agent and collateral agent for each member of the Lender Group (in such capacities, together with its successors and assigns in such capacity, "Second Lien Agent").

WITNESSETH:

WHEREAS, pursuant to the Term Loan Credit Agreement, dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among Cross Country Healthcare, Inc., a Delaware corporation ("Parent" or "Borrower"), Cejka Search, Inc., a Delaware corporation ("Cejka"), Cross Country Staffing, Inc., a Delaware corporation ("Cross Country Staffing"), Assignment America, LLC, a Delaware limited liability company ("Assignment America"), Travel Staff, LLC, a Delaware limited liability company ("Travel 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"), MDA Holdings, Inc., a Delaware corporation ("MDA Holdings") and Credent Verification and Licensing Services, LLC, a Delaware limited liability company ("Credent Verification") and together with Cejka, Cross Country Staffing, Assignment America, Travel Staff, Medical Doctor, OWS, New Mediscan, MDA Holdings and any other Person that becomes party thereto as a Guarantor, each individually a "Guarantor", and collectively, "Guarantors"), the Lenders party thereto (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a "Lender") and Second Lien Agent, the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Second Lien Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Second Lien Agent, for the benefit of the Lender Group, the Guaranty and Security Agreement, dated as of June 8, 2021 (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 Second Lien Agent, for the benefit of the Lender Group, 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. **DEFINED TERMS**. 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 Second Lien Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Second Lien Agent, for the benefit each member of the Lender Group, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") 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 "Trademark Collateral"):

- (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. SECURITY FOR SECURED OBLIGATIONS. 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 Second Lien Agent, the other members of the Lender Group, 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. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Second Lien Agent, for the benefit of the Lender Group, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Second Lien 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. AUTHORIZATION TO SUPPLEMENT. 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 Second Lien 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 Second Lien Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Second Lien Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. 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.

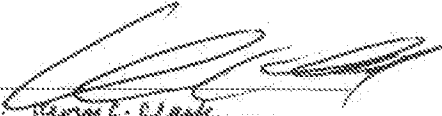
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature page follows]

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

GRANTORS:

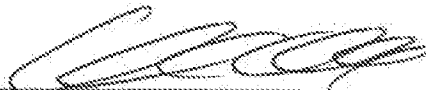
CROSS COUNTRY HEALTHCARE, INC.

By: 
Name: Kevin C. Clark
Title: Co-founder, CEO and President

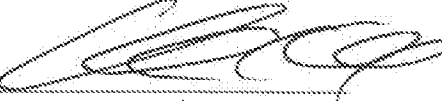
CEJKA SEARCH, INC.

By: 
Name: Kevin C. Clark
Title: VP

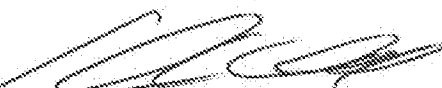
CROSS COUNTRY STAFFING, INC.

By: 
Name: Kevin C. Clark
Title: VP

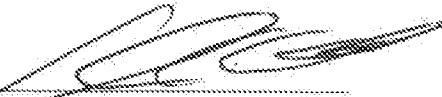
OWS, LLC

By: 
Name: Kevin C. Clark
Title: VP

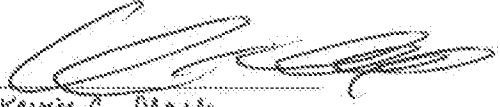
ASSIGNMENT AMERICA, LLC

By: 
Name: Kevin C. Clark
Title: VP

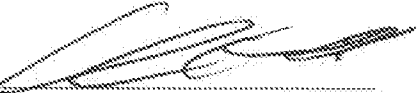
MDA HOLDINGS, INC.

By: 
Name: Kevin C. Clark
Title: VP

NEW MEDISCAN II, LLC

By: 
Name: Kevin C. Clark
Title: Vice President

TRAVEL STAFF, LLC

By: 
Name: Kevin C. Clark
Title: EVP

SECOND LIEN AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

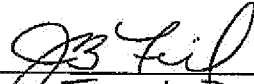
WILMINGTON TRUST, NATIONAL
ASSOCIATION, AS SECOND LIEN AGENT

By: _____
Name: _____
Its Authorized Signatory

SECOND LIEN AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, AS SECOND LIEN AGENT**

By: 
Name: Joseph R. Feil
Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY MARKETPLACE	90051655	July 14, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY MARKETPLACE	90053495	July 15, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY	90054125	July 15, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY	90054116	July 15, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY HEALTHCARE PROFESSIONALS	6243383	January 12, 2021
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY HEALTHCARE PROFESSIONALS	6243382	January 12, 2021
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY EDUCATION	6246405	January 12, 2021
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY LOCUMS	6246399	January 12, 2021
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY EDUCATION	6246398	January 12, 2021
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY LOCUMS	6246396	January 12, 2021
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY HEALTHCARE SERVICES	88626970	September 23, 2019
Cross Country Healthcare, Inc.	United States	ONE CROSS COUNTRY	88954092	June 8, 2020
Cross Country Healthcare, Inc.	United States	ONE CROSS COUNTRY	88954088	June 8, 2020

Cross Country Healthcare, Inc.	United States	CROSS COUNTRY MEDICAL STAFFING NETWORK	6105971	July 21, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY SEARCH	6089061	June 30, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY SEARCH	6089060	June 30, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY HEALTHCARE	6089059	June 30, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY LOCAL	6088693	June 30, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY LOCAL	6078083	June 16, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY WORKFORCE SOLUTIONS	6078082	June 16, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY NURSES	6078044	June 16, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY WORKFORCE SOLUTIONS	6078022	June 16, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY NURSES	6038164	April 21, 2020
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY ALLIED	5943540	December 24, 2019
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY ALLIED	5943537	December 24, 2019
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY HEALTHCARE	2973868	July 19, 2005
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY HEALTHCARE	3077370	April 4, 2006
Cejka Search, Inc.	United States	CEJKA SEARCH	2978954	July 26, 2005
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY TRAVCORPS	2824372	March 23, 2004

Cross Country Healthcare, Inc.	United States	ASSIGNMENT AMERICA	2582007	June 18, 2002
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY STAFFING	2122225	December 16, 1977
Cross Country Healthcare, Inc.	United States	TRAVCORPS	1575404	January 2, 1990
Cross Country Healthcare, Inc.	United States	CROSS COUNTRY NURSES	1491664	June 7, 1988
Cejka Search, Inc.	United States	ACCOUNTABLE RECRUITMENT SOLUTIONS	4706195	March 24, 2015
Cejka Search, Inc.	United States	CEJKA	2639003	October 22, 2002
Cejka Search, Inc.	United States	STARMED	1488786	May 17, 1988
Cross Country Staffing, Inc.	United States	CRU48 CRISIS RESPONSE UNIT	3475268	July 29, 2008
OWS, LLC	United States	OPTIMAL WORKFORCE SOLUTIONS	4408280	September 24, 2013
Assignment America, LLC	United States	MEDICAL STAFFING NETWORK	4354795	June 18, 2013
Assignment America, LLC	United States	ONESOURCE	3577477	February 17, 2009
Assignment America, LLC	United States	INTELISTAF	3365376	January 8, 2008
Assignment America, LLC	United States	PHARMSTAFF	1720655	September 29, 1992
MDA Holdings, Inc.	United States	MEDICAL DOCTOR ASSOCIATES	4373086	July 23, 2013
MDA Holdings, Inc.	United States	MEDICAL DOCTOR ASSOCIATES	2535014	January 29, 2002
New Mediscan II, LLC	United States	DIRECTED EDUCATIONAL	5684462	February 26, 2019

		SERVICES		
New Mediscan II, LLC	United States	DE	5684461	February 26, 2019
New Mediscan II, LLC	United States	DIRECTED EDUCATIONAL SERVICES	5684460	February 26, 2019
Advantage RN, LLC	United States	ADVANTAGE ALLIED and Design	3917124	February 8, 2011
Advantage RN, LLC	United States	ADVANTAGE LOCUMS	4859454	November 24, 2015
Advantage RN, LLC	United States	ADVANTAGE LOCUMS and Design	3919605	February 15, 2011
Advantage RN, LLC	United States	ADVANTAGE ON CALL	4913489	March 8, 2016
Advantage RN, LLC	United States	ADVANTAGE RN	5005906	July 26, 2016
Advantage RN, LLC	United States	ADVANTAGE RN and Design	3917096	February 8, 2011
Advantage RN, LLC	United States	ARN HEALTHCARE STAFFING	5015628	August 9, 2016
Advantage RN, LLC	United States	ARN HEALTHCARE STAFFING ADVANTAGE RESOURCE NETWORK and Design	4408076	September 24, 2013
Local Staff, LLC	United States	MEDSTAFF HEALTHCARE SOLUTIONS and Design	3391381	March 4, 2008

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.