

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653095

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

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
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

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association as Administrative Agent
Street Address:	1800 Century Park East
Internal Address:	Suite 1100
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90067
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Serial Number:	90054125	CROSS COUNTRY
Serial Number:	90054116	CROSS COUNTRY
Registration Number:	6243383	CROSS COUNTRY HEALTHCARE PROFESSIONALS
Registration Number:	6243382	CROSS COUNTRY HEALTHCARE PROFESSIONALS
Serial Number:	88626970	CROSS COUNTRY HEALTHCARE SERVICES
Serial Number:	90053495	CROSS COUNTRY MARKETPLACE
Serial Number:	90051655	CROSS COUNTRY MARKETPLACE
Registration Number:	6105971	CROSS COUNTRY MEDICAL STAFFING NETWORK
Registration Number:	1491664	CROSS COUNTRY NURSES
Registration Number:	3365376	INTELISTAF
Registration Number:	2535014	MEDICAL DOCTOR ASSOCIATES

OP \$340.00 90054125

Property Type	Number	Word Mark
Serial Number:	88954092	ONE CROSS COUNTRY
Serial Number:	88954088	ONE CROSS COUNTRY

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: 800-713-0755

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: Jessica Hildebrandt

SIGNATURE: /Jessica Hildebrandt/

DATE SIGNED: 06/10/2021

Total Attachments: 12

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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 **WELLS FARGO BANK, NATIONAL ASSOCIATION**, a national banking association ("Wells Fargo"), 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, "Administrative Agent").

W I T N E S S E T H:

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"), 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" and together with Parent, Cejka, Cross Country Staffing, Assignment America, Travel Staff, Medical Doctor, OWS and any other Person that becomes party thereto as a Borrower, each individually a "Borrower", and collectively, "Borrowers"), MDA Holdings, Inc., a Delaware corporation ("MDA Holdings"), Credent Verification and Licensing Services, LLC, a Delaware limited liability company ("Credent Verification" and together with MDA Holdings 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. **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 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 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 “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 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. SECURITY AGREEMENT. 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. 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 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 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 Administrative 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.

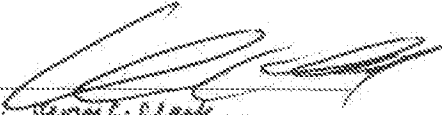
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS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

[Signature page follows]

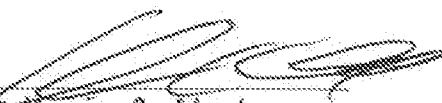
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

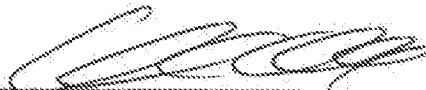
CROSS COUNTRY HEALTHCARE, INC.

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

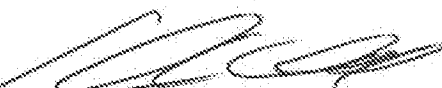
CEJKA SEARCH, INC.

By: 
Name: Kevin C. Clark
Title: VP


CROSS COUNTRY STAFFING, INC.

By: 
Name: Kevin C. Clark
Title: VP

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. Blake

Title: Vice President

[Signature Page to Trademark Security Agreement]

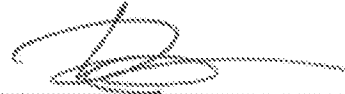
TRADEMARK
REEL: 007323 FRAME: 0060

ADMINISTRATIVE AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, a national banking
association

By:



Name:

Ron Skivoda

Its Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

COUNTRY /STATE	Mark/Name	App. No./Reg. No.	App Date	RegDate	Owner
US Federal	<u>CROSS COUNTRY</u>	SN: 90054125	07/15/2020		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	<u>CROSS COUNTRY and Design</u>  CROSS COUNTRY	SN: 90054116	07/15/2020		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	<u>CROSS COUNTRY HEALTHCARE PROFESSIONALS</u>	RN: 6243383 SN: 88920536	May 18, 2020	January 12, 2021	Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	<u>CROSS COUNTRY HEALTHCARE PROFESSIONALS</u>  CROSS COUNTRY HEALTHCARE PROFESSIONALS	RN: 6243382 SN: 88920433	May 18, 2020	January 12, 2021	Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	<u>Cross Country Healthcare Services and Design</u>  CROSS COUNTRY HEALTHCARE SERVICES	SN: 88626970	September 23, 2019		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	<u>CROSS COUNTRY MARKETPLACE</u>	SN: 90053495	07/15/2020		Cross Country Healthcare, Inc. (Delaware Corp.)

US Federal	<u>CROSS COUNTRY MARKETPLACE and Design</u> 	SN: 90051655	07/14/2020		Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	<u>CROSS COUNTRY MEDICAL STAFFING NETWORK and Design</u> 	RN: 6105971 SN: 88699639	November 20, 2019	July 21, 2020	Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	<u>CROSS COUNTRY NURSES</u>	RN: 1491664 SN: 73683701	September 8, 1987	June 7, 1998	Cross Country Healthcare, Inc. (Delaware Corp.)
US Federal	<u>INTELISTAF (Stylized)</u> InteliStaf	RN: 3365376 SN: 77171349	May 2, 2007	January 8, 2008	Assignment America, LLC (Delaware limited liability company)
US Federal	<u>MEDICAL DOCTOR ASSOCIATES</u>	RN: 2535014 SN: 75773797	August 13, 1999	January 29, 2002	MDA Holdings, Inc.
US Federal	<u>ONE CROSS COUNTRY</u>	SN: 88954092	June 8, 2020		Cross Country Healthcare, Inc. (Delaware Corp.)

US Federal	<u>ONE CROSS COUNTRY</u> 	SN: 88954088	June 8, 2020		Cross Country Healthcare, Inc. (Delaware Corp.)
US State (Alabama)	<u>CROSS COUNTRY SEARCH</u>	RN: AL 119526		August 13, 2019	Cejka Search, Inc.
US State (Nebraska)	<u>CROSS COUNTRY SEARCH</u>	RN: NE 190820917 8		August 26, 2019	Cejka Search, Inc.
US State (North Dakota)	<u>ASSIGNMENT AMERICA, LLC</u>	RN: ND 37245600		July 30, 2014	ASSIGNMENT AMERICA, LLC
US State (Arizona)	<u>CROSS COUNTRY HEALTHCARE SERVICES</u>	RN: AZ 9118054		August 1, 2019	CROSS COUNTRY STAFFING, INC.
US State (Alabama)	<u>CROSS COUNTRY WORKFORCE SOLUTIONS</u>	RN: AL 119527		August 13, 2019	CROSS COUNTRY STAFFING, INC.
US State (Nebraska)	<u>CROSS COUNTRY WORKFORCE SOLUTIONS</u>	RN: NE 190820917 7		August 26, 2019	CROSS COUNTRY STAFFING, INC.
US State (Nevada)	<u>CRU48</u>	RN: NV 808333		May 22, 2017	CROSS COUNTRY STAFFING, INC.
US State (North Dakota)	<u>CRU48</u>	RN: ND 23731100		September 14, 2017	CROSS COUNTRY STAFFING, INC.

US State (Arizona)	<u>DirectEd Educational Services</u>	AZ 9113022		June 25, 2019	New Mediscan II, LLC
US State (Arizona)	<u>MEDICAL STAFFING NETWORK</u>	RN: AZ 605267		August 25, 2014	ASSIGNMENT AMERICA (ARIZONA), LLC (FN)
US State (Arizona)	<u>MSN</u>	RN: AZ 605268		August 25, 2014	ASSIGNMENT AMERICA (ARIZONA), LLC (FN)