

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM679068

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	4

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. BANK NATIONAL ASSOCIATION, as collateral agent		09/30/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CHG MANAGEMENT, INC.
Street Address:	7259 S. Bingham Jct. Boulevard
City:	Midvale
State/Country:	UTAH
Postal Code:	84047
Entity Type:	Corporation: DELAWARE
Name:	CHG HEALTHCARE SERVICES, INC.
Street Address:	7259 S. Bingham Jct. Boulevard
City:	Midvale
State/Country:	UTAH
Postal Code:	84047
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	3242988	CHG
Registration Number:	3263077	CHG HEALTHCARE SERVICES
Registration Number:	3993921	COMPHEALTH
Registration Number:	1426819	COMPHEALTH
Registration Number:	3770017	FOLLOW THE GECKO
Registration Number:	3232697	FOUNDATION MEDICAL STAFFING
Registration Number:	3290177	RN NETWORK
Registration Number:	2956184	RN NETWORK
Registration Number:	4422765	RNNETWORK
Registration Number:	4186376	THE BEST PEOPLE TO HELP YOU PROVIDE THE
Registration Number:	4195420	WEATHERBY HEALTHCARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4195421	WEATHERBY HEALTHCARE
Registration Number:	4119410	YOUR WISH IS OUR COMMAND
Registration Number:	5013253	COMPHEALTH COMPHEALTH
Registration Number:	4844017	RED RIBBON SERVICE
Serial Number:	86890529	PUTTING PEOPLE FIRST

CORRESPONDENCE DATA

Fax Number: 2125305219

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: 2125305878

Email: dcip@milbank.com, jgarces@milbank.com

Correspondent Name: John Garces, Esq.

Address Line 1: 55 Hudson Yards

Address Line 2: Milbank, LLP

Address Line 4: New York, NEW YORK 10001-2163

ATTORNEY DOCKET NUMBER:	30045.00391
NAME OF SUBMITTER:	John Garces
SIGNATURE:	/John Garces/
DATE SIGNED:	10/05/2021

Total Attachments: 6

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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL** (this "Release") is made as of September 30, 2021, by **U.S. BANK NATIONAL ASSOCIATION**, in its capacity as collateral agent (in such capacity, the "Collateral Agent"), in favor of in favor of **CHG MANAGEMENT, INC.**, and **CHG HEALTHCARE SERVICES, INC.**, (individually, a "Grantor", and, collectively, the "Grantors") pursuant to that certain Indenture, dated as of June 7, 2016, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Indenture") among CHG Healthcare Services, Inc., a Delaware corporation (the "Issuer"), CHG Intermediate Corporation, a Delaware corporation ("Holdings"), the other Guarantors party thereto and U.S. Bank National Association, as Trustee (the "Trustee") and Collateral Agent. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Second Lien Trademark Security Agreement (defined below), or if not defined therein, in the Second Lien Security Agreement (defined below).

WITNESSETH:

WHEREAS, the Grantors are a party to that certain Second Lien Security Agreement, dated as of June 7, 2016 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Security Agreement") in favor of U.S. Bank National Association, as Collateral Agent, pursuant to which the Grantors executed and delivered that certain Second Lien Trademark Security Agreement, dated as of June 7, 2016 (the "Second Lien Trademark Security Agreement").

WHEREAS, the Second Lien Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 5808, Frame 0027 on June 7, 2016;

WHEREAS, pursuant to the Second Lien Trademark Security Agreement, the Grantors pledged and granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all of the following Pledged Collateral of such Grantor: Trademarks of such Grantor listed on Schedule A attached hereto the "Trademark Collateral";

WHEREAS, the Collateral Agent acknowledges full performance of the Secured Obligations and accordingly has agreed to release the grant of its lien on and security interest in and to all of the right, title, and interest of the Grantors in, to and under the Trademark Collateral, and to reconvey any and all rights in the Trademark Collateral to the Grantors.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby releases, relinquishes and discharges, with respect to each Grantor, all of its lien on and security interest in and to all of such Grantors right, title, and interest in, to and under the Trademark Collateral, and re-assigns to such Grantor any and all right, title or interest it may have in, to and under such Trademark Collateral.

The Collateral Agent hereby authorizes the Grantors, or the Grantors' authorized representatives to: (a) record this Release with the United States Patent and Trademark Office and/or any other applicable governmental office or Agency and (b) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the Collateral Agent's lien on and security interest in the Trademark Collateral. The Collateral Agent agrees to execute and deliver to the Grantors all other instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which had been granted under the Second Lien Trademark Security Agreement.

This Release may be executed in one or more counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Release by telecopy or other electronic imaging means (including in .pdf or .tif format via electronic mail) shall be effective as delivery of a manually executed counterpart of this Release. It is understood and agreed that, subject to any requirement of law, the words "execution," "signed," "signature," and words of like import in this Release shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL 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).

[Signature page follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed by its duly authorized representatives as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
AS COLLATERAL AGENT


By: Stephens Cox
Authorized Signatory

[SIGNATURE PAGE TO SECOND LIEN RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL]


TRADEMARK
REEL: 007443 FRAME: 0286

Accepted and Agreed:

CHG MANAGEMENT, INC.

By: 
Name: Rob Millard
Title: Chief Financial Officer



CHG HEALTHCARE SERVICES, INC.

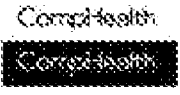
By: 
Name: Rob Millard
Title: Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN RELEASE OF SECURITY INTEREST IN
TRADEMARK COLLATERAL]

TRADEMARK
REEL: 007443 FRAME: 0287

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	Registered (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