

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM679070

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CHG HEALTHCARE SERVICES, INC.		09/30/2021	Corporation: DELAWARE
CHG MANAGEMENT, INC.		09/30/2021	Corporation: DELAWARE
GMS MEDICAL STAFFING, INC.		09/30/2021	Corporation: DELAWARE
MODIOHEALTH, INC.		09/30/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS BANK USA, as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	Chartered Bank: NEW YORK

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	3263077	CHG HEALTHCARE SERVICES
Registration Number:	1426819	COMPHEALTH
Registration Number:	2956184	RN NETWORK
Registration Number:	3232697	FOUNDATION MEDICAL STAFFING
Registration Number:	3242988	CHG
Registration Number:	3290177	RN NETWORK
Registration Number:	3993921	COMPHEALTH
Registration Number:	4195420	WEATHERBY HEALTHCARE
Registration Number:	4195421	WEATHERBY HEALTHCARE
Registration Number:	4422765	RNNETWORK
Registration Number:	4844017	RED RIBBON SERVICE
Registration Number:	5013253	COMPHEALTH COMPHEALTH
Registration Number:	5347216	LOCUMSTORY
Registration Number:	5465910	CHG HEALTHCARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3571346	GLOBAL MEDICAL STAFFING
Registration Number:	4922725	MODIO
Serial Number:	88312606	COMPHEALTH
Serial Number:	88762109	GROUP ONE HEALTHCARE STAFFING
Serial Number:	90511351	CHG CONNECT
Serial Number:	90613278	WEATHERBY

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: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of September 30, 2021, is made by CHG HEALTHCARE SERVICES, INC., a Delaware corporation, CHG MANAGEMENT, INC., Delaware corporation, GMS MEDICAL STAFFING, INC., a Delaware corporation and MODIOHEALTH, INC., a Delaware corporation (the “**Grantors**”), in favor of GOLDMAN SACHS BANK USA, as the Collateral Agent for the Secured Parties (together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to that certain First Lien Security Agreement, dated as of September 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

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 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, the Grantors agree as follows:

Section 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the 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, the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantors’ right, title and interest in, to and under the registered and applied for Trademarks set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith and (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith (collectively, the “**Trademark Collateral**”); *provided* that “**Trademark Collateral**” shall not include and the Security Interest shall not attach to any Excluded Asset, including 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.

Section 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

Section 4. Execution in Counterparts. 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. It is understood and agreed that, subject to any requirement of law, the words "execution," "signed," "signature," and words of like import in this Trademark Security Agreement 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.

Section 5. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors do 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 Trademark 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 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS 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 THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

Section 7. Intercreditor Agreements. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES

HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

[Remainder of this page intentionally left blank]

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

CHG HEALTHCARE SERVICES, INC.

By: 
Name: Rob Millard
Title: Chief Financial Officer and Treasurer

CHG MANAGEMENT, INC.

By: 
Name: Rob Millard
Title: Chief Financial Officer and Treasurer

GMS MEDICAL STAFFING, INC.

By: 
Name: Rob Millard
Title: Chief Financial Officer and Treasurer

MODIOHEALTH, INC.

By: 
Name: Rob Millard
Title: Chief Financial Officer and Treasurer

Accepted and Agreed:

GOLDMAN SACHS BANK USA, as Collateral Agent

By:

Name: Thomas Manning

Title: Authorized Signatory

A handwritten signature in black ink, appearing to be 'T. Manning', written over a horizontal line.

SCHEDULE A

Registered Trademarks:

Registration Number	Registration Date	Serial Number	Mark	Owner
3263077	7/10/2007	78787968	CHG HEALTHCARE SERVICES	CHG Healthcare Services, Inc.
1426819	1/27/1987	73588192	COMPHEALTH	CHG Management, Inc.
2956184	5/24/2005	78370253	RN NETWORK	CHG Management, Inc.
3232697	4/24/2007	78752297	FOUNDATION MEDICAL STAFFING	CHG Management, Inc.
3242988	5/15/2007	78651975	CHG	CHG Management, Inc.
3290177	9/11/2007	77081478	RN NETWORK	CHG Management, Inc.
3993921	7/12/2011	85202021	COMPHEALTH	CHG Management, Inc.
4195420	8/21/2012	85239989	WEATHERBY HEALTHCARE	CHG Management, Inc.
4195421	8/21/2012	85240144	WEATHERBY HEALTHCARE	CHG Management, Inc.
4422765	10/22/2013	85664303	RNNETWORK	CHG Management, Inc.
4844017	11/3/2015	86389730	RED RIBBON SERVICE	CHG Management, Inc.
5013253	8/2/2016	86039530	COMPHEALTH COMPHEALTH	CHG Management, Inc.
5347216	11/28/2017	87071509	LOCUMSTORY	CHG Management, Inc.
5465910	5/8/2018	87380179	CHG HEALTHCARE	CHG Management, Inc.
3571346	2/10/2009	77339515	GLOBAL MEDICAL STAFFING	GMS MEDICAL STAFFING, INC.
4922725	3/22/2016	86720499	MODIO	MODIOHEALTH, INC.

Trademark Applications:

Serial No.	Filing Date	Trademark	Owner
88312606	2/22/2019	COMPHEALTH	CHG Management, Inc.
88762109	1/16/2020	GROUP ONE HEALTHCARE STAFFING	CHG Management, Inc.

90511351	2/4/2021	CHG CONNECT	CHG Management, Inc.
90613278	3/30/2021	WEATHERBY	CHG Management, Inc.