

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM759051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mint Medical Physician Staffing, LP		10/03/2022	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Cross Country Healthcare, Inc.		
Street Address:	6551 Park of Commerce Blvd.		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2768201	MINT	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>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.</i>			
Phone:	2027395213		
Email:	trademarks@morganlewis.com		
Correspondent Name:	Ron N. Dreben		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004-2541		
ATTORNEY DOCKET NUMBER:	101134-0055		
NAME OF SUBMITTER:	Ron N. Dreben		
SIGNATURE:	/Ron N. Dreben/		
DATE SIGNED:	10/04/2022		
Total Attachments: 4			
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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 3, 2022 (the "Effective Date") by and between Mint Medical Physician Staffing, LP, a Texas Limited Partnership, with an address at 10777 Westheimer Rd Suite 925 Houston, TX 77042 ("Assignor") and Cross Country Healthcare, Inc., a Delaware corporation, with an address at 6551 Park of Commerce Blvd. Boca Raton, FL 33487 ("Assignee"), pursuant to an Asset Purchase Agreement (the "Purchase Agreement"), dated as of September 13, 2022, by and among Assignor, Assignee and the other parties thereto. Capitalized terms used and not defined in this Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

Introduction

A. WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in the United States Trademark Registration No. 2768201 for the mark MINT and all associated trademark rights (the "Mark"); and

B. WHEREAS, Assignor and Assignee wish to confirm, ratify, and record that Assignee has acquired all of Assignor's right, title, and interest in the Mark, including the corresponding application and registration, goodwill associated with the Mark, and the right to sue to recover damages for any past and future infringement thereof.

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged:

Terms

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, its successors, and assigns, (a) Assignor's entire right, title, and interest, whether statutory or at common law, in and to the Mark in the United States, together with the goodwill arising out of or in any way associated therewith, and (b) its entire right to bring actions for the enforcement of the Mark, including but not limited to, the right to sue for and recover damages for any past and future infringement(s) thereof.

2. Further Assurances. Assignor hereby, and shall cause its Affiliates to, covenants and agrees to execute and deliver, for no additional consideration, such further documents, instruments, conveyances and assurances and do such other acts as may be necessary and proper to vest full title in and to the Mark in the Assignee or which may be necessary to obtain, renew, issue, or enforce the Mark or otherwise give effect to the transactions contemplated by the Purchase Agreement and this Assignment.

3. Recordation. Assignor hereby authorizes and requests the United States Patent and Trademark Office Commissioner for Trademarks to record Assignee as the owner of all of Assignor's rights in and to the Mark.

4. Governing Law. This Assignment will be construed and enforced in accordance with the laws of the State of Delaware (without giving effect to conflict of law principles).

5. Counterparts. This Assignment may be executed in counterparts (including by facsimile or PDF), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Confirmatory Trademark Assignment on the Effective Date.

ASSIGNOR:

MINT MEDICAL PHYSICIAN STAFFING, LP

By: SJ McKelvey Enterprises, LLC,
Its general partner

By: 

Name: Stuart McKelvey
Title: President

ASSIGNEE:

CROSS COUNTRY HEALTHCARE, INC.

By: _____

Name: John A. Martins

Title: CEO and President

[Signature Page to Confirmatory Trademark Assignment]

TRADEMARK
REEL: 007867 FRAME: 0208

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MINT MEDICAL PHYSICIAN STAFFING, LP

By: SJ McKelvey Enterprises, LLC,
Its general partner

By: _____
Name: Stuart McKelvey
Title: President

ASSIGNEE:

CROSS COUNTRY HEALTHCARE, INC.

By:  _____
Name: John A. Martins
Title: CEO and President

[Signature Page to Confirmatory Trademark Assignment]