

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843199

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
U.S. Bank Trust Company, National Association (as Successor to U.S. Bank National Association), as Collateral Agent		10/02/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	CHG Healthcare Services, Inc.
Street Address:	7259 S. Bingham Junction Blvd,
City:	Midvale
State/Country:	UTAH
Postal Code:	84047
Entity Type:	Corporation: DELAWARE
Name:	CHG Management, Inc.
Street Address:	7259 S. Bingham Junction Blvd,
City:	Midvale
State/Country:	UTAH
Postal Code:	84047
Entity Type:	Corporation: DELAWARE
Name:	GMS Medical Staffing, Inc.
Street Address:	7259 S. Bingham Junction Blvd,
City:	Midvale
State/Country:	UTAH
Postal Code:	84047
Entity Type:	Corporation: DELAWARE
Name:	ModioHealth, Inc.
Street Address:	182 Hoeward Street
Internal Address:	Unit 645
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Corporation: DELAWARE

CH \$515.00 3263077

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
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: 2127514864

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: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER: 052621-0012

NAME OF SUBMITTER: Angela M. Amaru

SIGNATURE: /s/Angela M. Amaru

DATE SIGNED: 10/02/2023

Total Attachments: 6

source=CHG - 2L - Notes Redemption - Notes Termination and Release of Trademark Security Interest Executed_#page1.tif

source=CHG - 2L - Notes Redemption - Notes Termination and Release of Trademark Security Interest Executed_#page2.tif

source=CHG - 2L - Notes Redemption - Notes Termination and Release of Trademark Security Interest
Executed_#page3.tif

source=CHG - 2L - Notes Redemption - Notes Termination and Release of Trademark Security Interest
Executed_#page4.tif

source=CHG - 2L - Notes Redemption - Notes Termination and Release of Trademark Security Interest
Executed_#page5.tif

source=CHG - 2L - Notes Redemption - Notes Termination and Release of Trademark Security Interest
Executed_#page6.tif

**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL (NOTES)**

This **RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (NOTES)** (this “Release”) is made as of October 2, 2023, by **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR TO U.S. BANK NATIONAL ASSOCIATION)**, in its capacity as collateral agent (in such capacity, the “Collateral Agent”), in favor of **CHG COMPANIES, INC., CHG MEDICAL STAFFING, INC., GMS MEDICAL STAFFING, INC., CHG MANAGEMENT, INC., CHG HEALTHCARE SERVICES, INC. and MODIOHEALTH, INC.** (individually, a “Grantor”, and, collectively, the “Grantors”) pursuant to that certain Indenture, dated as of September 30, 2021 (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 Trust Company, National Association (as successor to 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 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 September 30, 2021 (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 Trust Company, National Association (as successor to 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 September 30, 2021 (the “Trademark Security Agreement”);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 007443, Frame 0297 on October 5, 2021;

WHEREAS, pursuant to the 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: the Trademark Collateral (as defined in the Trademark Security Agreement), including the Trademarks and Trademark applications of such Grantor listed on Schedule A attached hereto together with all goodwill of the business connected with the use thereof or symbolized thereby;

WHEREAS, the Collateral Agent has been requested to terminate and release the entirety of its security interest in and to the Trademark Collateral 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, without recourse, representation or warranty, 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 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 TRUST COMPANY, NATIONAL
ASSOCIATION (AS SUCCESSOR TO U.S.
BANK NATIONAL ASSOCIATION), as
Collateral Agent

By: 
Authorized Signatory

[Signature Page to Release of Security Interest in Trademark Collateral (Notes)]

TRADEMARK
REEL: 008214 FRAME: 0633

Accepted and Agreed:

CHG HEALTHCARE SERVICES, INC.

By: DocuSigned by:
Rob Millard
B1018A5472BA48A...
Name: Rob Millard
Title: Chief Financial Officer

CHG MANAGEMENT, INC.

By: DocuSigned by:
Rob Millard
B1018A5472BA48A...
Name: Rob Millard
Title: Chief Financial Officer

GMS MEDICAL STAFFING, INC.

By: DocuSigned by:
Rob Millard
B1018A5472BA48A...
Name: Rob Millard
Title: Chief Financial Officer

MODIOHEALTH, INC.

By: DocuSigned by:
Rob Millard
B1018A5472BA48A...
Name: Rob Millard
Title: Chief Financial Officer

[Signature Page to Release of Security Interest in Trademark Collateral (Notes)]

TRADEMARK
REEL: 008214 FRAME: 0634

SCHEDULE A**TRADEMARK****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.