

07-06-1999

FORM PTO-1594 (Rev. 6/93) RECC  
OMB No. 0651-0011 TI



U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

101084342

To the Honorable Commissioner of Patents and Trademarks, original documents or copy thereof.

1. Name of conveying party(ies):

NC Resources, Inc.  
103 Foulk Road  
Wilmington, DE 19803

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation - State Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: May 31, 1999, 11:59 p.m.


2. Name and address of receiving party(ies):

Name: NovaCare, Inc.

Internal Address:              Attn: General Counsel

Street Address: 1016 West Ninth Street

City: King of Prussia State: PA ZIP: 19106



Individual(s) citizenship              06-25-1999  
 Association \_\_\_\_\_ U.S. Patent & TMO for TM Mail Rcpt Dt. #31  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - State Pennsylvania  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s).

A. Trademark Application No.(s)                      B. Trademark Registration No.(s)

POLARIS GROUP..., No. 2,148,095

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Frederic M. Wilf

Internal Address:

Street Address: Saul, Ewing, Remick & Saul LLP  
1055 Westlakes Drive, Suite 150

City: Berwyn State: PA ZIP: 19312-2410

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number (overpayments or underpayments only):  
50-0469  
 (Attach duplicate copy of this page if paying by deposit account)

07/02/1999 INQUIRY 00000192 2148095  
 01 FC:481                      40.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Frederic M. Wilf                      [Signature]                      June 25, 1999  
 Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments and document: 2

## Assignment of Service Mark

This Assignment of Service Mark ("Assignment") is by and between **NC Resources, Inc.**, a Delaware corporation, with its sole office at 103 Foulk Road, Wilmington, Delaware 19803 ("Assignor"), and **NovaCare, Inc.**, a Pennsylvania corporation, with its principal office at 1016 West Ninth Avenue, King of Prussia, PA 19406 ("Assignee"), and is effective as of May 31, 1999, at **11:59 p.m.** (EST).

*Whereas*, Assignor has used and is using in its business and practice, directly and by license to others, and Assignor owns all of the entire right, title and interest in and to the service mark, trademark and trade name "THE POLARIS GROUP STRATEGIC SOLUTIONS FOR HEALTHCARE" (the "POLARIS Mark"), and the goodwill symbolized thereby;

*Whereas*, the Assignor is the record owner of, and Assignor owns all of the entire right, title and interest in and to, the registration for the POLARIS Mark with the U.S. Patent and Trademark Office as U.S. Service Mark No. 2,148,095 dated March 31, 1998 (the "POLARIS Registration");

*Whereas*, Assignor and Assignee have entered into an agreement ("Agreement") that provides, *inter alia*, that Assignor agrees to transfer to Assignee all of Assignor's ongoing and existing business, or portion thereof, to which the POLARIS Mark and the POLARIS Registration pertain (the "Business"), including goods and services designated and associated by Assignor with the POLARIS Mark and the POLARIS Registration; and

*Whereas*, under the terms of the Agreement of the parties, Assignor agrees to assign and transfer to Assignee the exclusive ownership of the POLARIS Mark and the POLARIS Registration along with the Business, and all rights incident thereto, including the goodwill of the Business symbolized by the POLARIS Mark;

*Whereas*, it is desired that the assignment of the POLARIS Mark and the POLARIS Registration be made of record in the U.S. Patent and Trademark Office, and any and all other appropriate authorities and agencies;

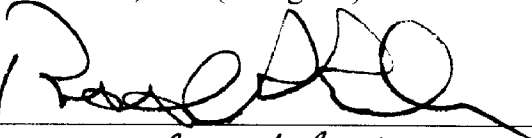
*Now, Wherefore*, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the POLARIS Mark and the POLARIS Registration, and the goodwill symbolized by said POLARIS Mark.

*In Witness Whereof*, intending to be legally bound in accordance with the law of the State of Delaware, the parties have caused this Assignment to be executed by their authorized representatives in Wilmington, Delaware, U.S.A., as of the 31st day of May, 1999, at **11:59 p.m.**

**NC Resources, Inc.** (Assignor)

By   
Robert C. Campbell, Vice President

**NovaCare, Inc.** (Assignee)

by   
Name: Richard Binstein  
Secretary