FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SEP 2

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Concentra Operating Corporation**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (NV)
☐ Other _____

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

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

Name: The Chase Manhattan Bank, as Administrative Agent
Internal Address: _____
Street Address: 200 Jericho Quadrangle
City: Jericho State: NY ZIP: 11753

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other New York banking corporation

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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: August 17, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) **See Attached Schedule A**

Additional numbers attached? ☒ Yes ☐ No

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

Name: Lori E. Lesser, Esq.
Internal Address: Simpson Thacher & Bartlett
Street Address: 425 Lexington Avenue
City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41): $365.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

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.

Lori E. Lesser, Esq.	[signature]	9-1-99
Name of Person Signing	Signature	Date

Total number of pages comprising cover sheet: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

09/08/1999 NTHAI1 00000100 1793298
01 FC:481 40.00 OP
02 FC:482 325.00 OP

Schedule A

U.S. Registered Trademarks

TITLE	REG. NO.
OCCUPATIONAL HEALTH CENTERS	1,793,298
OCCUSYSTEMS	1,813,186
ADAPT	1,825,604
OCCUSYSTEMS	2,090,290
DESIGN ONLY	2,228,457
DESIGN ONLY	2,236,715
CONCENTRA MANAGED CARE, INC.	2,236,716
CONCENTRA HEALTH SERVICES	2,238,733
CONCENTRA HEALTH SERVICES	2,238,734
CONCENTRA HEALTH SERVICES	2,238,735
CONCENTRA MANAGED CARE, INC.	2,238,736
CONCENTRA MANAGED CARE, INC.	2,238,739
CONCENTRA MANAGED CARE, INC.	2,238,740
CONCENTRA HEALTH SERVICES	2,238,741

509265-0642-08111-998ABF60-ASG

CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of August 17, 1999, is made by Concentra Operating Corporation, a Nevada corporation (the "Borrower"), in favor of The Chase Manhattan Bank, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of August 17, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Borrower, the Lenders, the Administrative Agent, Credit Suisse First Boston and Fleet National Bank, as co-documentation agents (in such capacity, the "Co-Documentation Agents"), and DLJ Capital Funding, Inc., as syndication agent (in such capacity, the "Syndication Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its subsidiaries and other related entities have executed and delivered a Guarantee and Collateral Agreement, dated as of August 17, 1999 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to Section 3 of the Guarantee and Collateral Agreement, the Borrower has pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in the Intellectual Property, which includes all Intellectual Property "now owned or at any time hereafter acquired by such Grantor [(as defined in the preamble to the Guarantee and Collateral Agreement)] or in which such Grantor now has or at any time in the future may acquire any right, title or interest"; and

WHEREAS, pursuant to the foregoing, the Borrower has duly authorized the execution, delivery and performance of this Conditional Assignment;

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and as part of the Borrower's obligations that it undertook to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and

recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Conditional Assignment and Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the trademarks and applications listed on Schedule A hereto, and all of the goodwill associated therewith (the "Trademarks"), to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by the Borrower for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of each of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONCENTRA OPERATING CORPORATION

By: _____
Name: Richard A. Parr
Title: Executive Vice President

THE CHASE MANHATTAN BANK
as Administrative Agent

By: _____
Name: _____
Title: _____

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IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONCENTRA OPERATING CORPORATION

By: _____
Name: _____
Title: _____

THE CHASE MANHATTAN BANK
as Administrative Agent

By: _____
Name: Deborah Davey
Title: Vice President

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STATE OF New York)
) ss:
COUNTY OF New York)

On the 17th day of August __, 1999, before me personally came Richard A. Park who is personally known to me to be the EVP of Concentra Operating Corporation, a Nevada corporation; who, being duly sworn, did depose and say that he is the EVP in such corporation, the corporation described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Sandra M. Reddy
Notary Public
SANDRA M. REDDY
NOTARY PUBLIC, State of New York
No. [illegible]
Qualified in [illegible] County
Commission Expires August 31, 2000

[NOTARIAL SEAL]

509265-0642-08111-998ABF60-ASG

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 17th day of August __, 1999, before me personally came Deborah Davey __, who is personally known to me to be VP of The Chase Manhattan Bank; who, being duly sworn, did depose and say that he is VP __ of such corporation, the corporation described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Sandra M. Reddy
Notary Public

SANDRA M. REDDY
NOTARY PUBLIC, State of New York
No. 01RE6012752
Qualified in New York County
Commission Expires August 31, 2000

[NOTARIAL SEAL]

509265-0642-08111-998ABF60-ASG

RECORDED: 09/02/1999