

11-19-1999

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101203398

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

MRO 11/15/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- ☒ New
- ☐ Resubmission (Non-Recordation)  
Document ID #
- ☐ Correction of PTO Error  
Reel #  Frame #
- ☐ Corrective Document  
Reel #  Frame #

**Conveyance Type**

- ☒ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

**Conveying Party**

☐ Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
09 30 92

Name

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☐ Citizenship/State of Incorporation/Organization

**Receiving Party**

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

11/18/1999 DC047ES 00000137 122100

01 FC:481  
02 FC:482

40.00 UP  
25.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

**TRADEMARK**  
**REEL: 001990 FRAME: 0139**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Registration Number(s)**

<input type="text" value="1222182"/>	<input type="text" value="1426819"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

**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. Charges to deposit account are authorized, as indicated herein.*

Doug Warrick, Vice President

Name of Person Signing

Signature

Date Signed

## ASSIGNMENT AGREEMENT

This Assignment Agreement made as of this 30th day of September, 1992, by and between **CompHealth, Inc.**, a Delaware corporation having its principal offices at 4021 S. 700 East, Salt Lake City, UT 84107, (the "Assignor"), and **CHS Therapy Technologies Corp.**, a Delaware Corporation having its principal offices at 300 Delaware Avenue, Suite 523, Wilmington, DE 19801 (the "Assignee");

### WITNESSETH THAT

WHEREAS, the Assignor has adopted and used in its business the name "CompHealth" and is the owner of certain rights and interests in and to various marks and registrations including the marks identified in Exhibit A attached hereto (the "CompHealth" name, the marks and the rights therein, including any and all registrations thereof, identified in Exhibit A are hereinafter collectively referred to as the "Intellectual Property Rights" or the "Rights") for services broadly related to the rendition of physical, occupational, speech or recreational therapy;

WHEREAS, the Assignee is desirous of acquiring the Intellectual Property Rights as well as the goodwill of the business in connection with which such Rights have been used; and

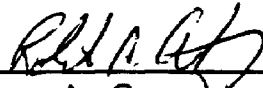
WHEREAS, pursuant to a Subscription Agreement dated as of even date herewith, the Assignor, concurrently herewith, is subscribing for One Thousand (1,000) shares of the common voting stock of the Assignee having a par value of \$1.00 dollar per share and which, when issued, shall constitute all of the issued and outstanding capital stock of the Assignee, and the Assignee concurrently herewith agrees to issue such shares of its common voting stock to the Assignor.

NOW, THEREFORE, in consideration of the foregoing premises and for valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Assignor and the Assignee, intending to be legally bound, hereby agree as follows:

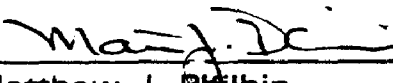
1. The Assignor sells, assigns, transfers and sets over unto the Assignee the Assignor's entire right, title and interest in and to the Intellectual Property Rights, together with the goodwill of the business in connection with which the Intellectual Property Rights have been used, the Rights to be held and enjoyed by the Assignee for its own use and on its own behalf, and to inure to the benefit of the Assignee, its successors and assigns, for the full extent of the terms and any renewals thereof, and thereafter, as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment Agreement not been executed and such assignment, sale and transfer not been made.
2. Upon request, the Assignor further agrees to execute such additional documents as may be required to effect the foregoing and for recording purposes in connection with the transfer of ownership of the Intellectual Property Rights referred to above.
3. The validity, performance, construction and effect of this Assignment Agreement shall be governed by the substantive laws of the State of Delaware.
4. This Assignment Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same Assignment Agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this assignment agreement to be executed in the State of Delaware by their duly authorized representatives and have affixed hereto their corporate seals as of the date first above written.

COMPHEALTH, INC.

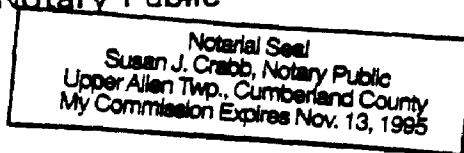
BY:   
Robert A. Ortenzio  
Vice President

CHS THERAPY TECHNOLOGIES  
CORPORATION

BY:   
Matthew J. Milbin  
Vice President

Sworn before me this 7th  
day of December, 1992

  
Notary Public



SERVICE MARKS

Servicemark

Registration Number

**CompHealth**  
THE PHYSICIAN GROUP

Bazzelel: (06516)CHSThy2.AGM