

02/16/00

02-18-2000

Form PTO-1594 (Rev. 6-93) RE
OMB No. 0651 0011 (exp. 4/94)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101270337

To the Honorable Commissioner of Pa

... attached original documents or copy thereof.

1. Name of conveying party(ies):
PNC Bank, National Association
One PNC Plaza
249 Fifth Avenue
Pittsburgh, Pennsylvania 15222-2707 USA

Corporation - State of Pennsylvania

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

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement (Release) Change of Name
 Other
Execution Date: November 1, 1999

2. Name and address of receiving party(ies)
NovaCare, Inc.
1016 West Ninth Avenue
King of Prussia, Pennsylvania 19406 USA

Corporation - State of Delaware

If assignee is not domiciled in the United States, a domestic representative designator 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) listed below

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

PLEASE SEE ATTACHED SCHEDULE "I"

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: MISHAEL AZAM
DECHERT, PRICE & RHOADS
4000 BELL ATLANTIC TOWER
1717 ARCH STREET
PHILDELPHIA, PA. 19103-2793
TEL (215) 994-2710

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41) \$290.00

Enclosed
 Authorized to be charged to deposit account
(Including any underpayment)

8. Deposit account number:
(Attach 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.
LISA C.S. BURNETT
Name of Person Signing
Lisa C. Burnett
Signature
Date

Total number of pages including cover sheet, attachments, and document: 14

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

02/16/2000 TTON11 00000135 1485182

01 FC:481
02 FC:482

40.00 DP
250.00 DP

TRADEMARK
REEL: 002023 FRAME: 0746

SCHEDULE I

UNITED STATES PATENTS

<u>TITLE</u>	<u>PAT. NO.</u>	<u>ISSUE DATE</u>
Prosthetic Foot	5,219,365	06/15/93
Artificial Limb With Anatomically-Configured Socket	5,246,464	09/21/93

UNITED STATES PATENT APPLICATIONS

<u>TITLE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
Artificial Limb With Anatomically-Configured Socket	08/636,421	04/23/96
System and Method for Providing a Sense of Feel in a Prosthetic or Sensory Impaired Limb	08/763,012	12/10/96

UNITED STATES TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
REDI-LITE	1,485,182	04/19/88
SABOLICH	1,594,563	05/01/90
Miscellaneous Design	1,613,340	09/11/90
NOVACARE	1,635,791	02/19/91
Miscellaneous Design	1,692,028	06/09/92
OCCUWIN	2,008,579	10/15/96
THE POLARIS GROUP STRATEGIC SOLUTIONS FOR...	2,148,095	03/31/98
VIGOR	2,149,663	04/07/98
NOVAPRO	2,149,757	04/07/98
Miscellaneous Design	2,184,190	08/25/98
NOVACARE	2,193,817	10/06/98

RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST made and entered into this 1st day of November, 1999, by PNC BANK, NATIONAL ASSOCIATION ("PNC"), as Agent for the Banks, in favor of NOVACARE, INC., a Delaware corporation, and each Subsidiary of NovaCare identified on Schedule A or B hereto (collectively "NOVACARE").

WHEREAS, NOVACARE, PNC and the Banks and the Guarantors set forth therein are parties to a certain Credit Agreement dated May 27, 1994, under which the Banks extended loans to NOVACARE and a certain Patent, Trademark and Copyright Security Agreement dated March 24, 1999, and recorded in the United States Patent and Trademark Office on April 12, 1999 at Reel 9922, Frame 0704 and at Reel 1889, Frame 0180, under which NOVACARE granted PNC, in its capacity as Agent for the Banks, a security interest in certain patents, patent applications, and trademark registrations including those listed in Schedule I; and

WHEREAS, NOVACARE has recently satisfied a portion of its Obligations under, and as defined in, the Credit Agreement and PNC has agreed to release a portion of the security interest granted to it as to the patents, patent applications, and trademark registrations identified in Schedule I;

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, PNC hereby releases to NOVACARE all interest which PNC possesses or is otherwise entitled to in the patents, patent applications and trademark registrations listed in Schedule I hereto by virtue of such Security Agreement.

IN WITNESS WHEREOF, PNC has executed this Release of Security Interest as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION, as Agent
for the Banks

By: [Signature]
Name: C. DAVID COOK
Title: SR. VICE PRES

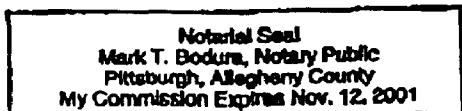
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF ALLEGHENY

Before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared David Cook, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be Sr. Vice Pres of PNC Bank, National Association and that he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, on behalf of PNC Bank, National Association.

Witness my hand and seal, at office in Pittsburgh, Pennsylvania this the 1st day of November, 1999.

[Signature]
NOTARY PUBLIC

My Commission Expires: 11/12/2001



Division of Notaries