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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

Name of conveying party(ies):

Northstar Health Services, Inc.

11-25-02

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State DE

Other

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

Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other Assignment of Trademark Security Agreement

Execution Date: November 13, 2002

2. Name and address of receiving party(ies)

Name: Heller Healthcare Finance, Inc.

Internal Address:

Street Address: 500 W. Monroe

City: Chicago State: IL ZIP: 60661

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State Delaware

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

75/521,065

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

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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.

Laura Konrath

Name of Person Signing

Signature

11/18/02

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 002626 FRAME: 0005

019

EXECUTION COPY

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 13th day of November, 2002 by HELLER FINANCIAL, INC., a Delaware corporation ("Assignee") in favor of HELLER HEALTHCARE FINANCE, INC., a Delaware corporation, in its capacity as Agent of the Lenders party to the Credit Agreement (defined below) ("Assignee") and agreed to and acknowledged by each Grantor (as defined below).

WITNESSETH

WHEREAS, Northstar Health Services, Inc., a Delaware corporation ("NHS") and Keystone Rehabilitation Systems, Inc., a Pennsylvania corporation ("Keystone") (Keystone and NHS together are "Grantors" and each individually a "Grantor") entered into that certain Trademark Security Agreement dated as of September 22, 2000 whereby each Grantor granted a continuing security interest in, among other things, each Trademark listed on Schedule 1 annexed hereto (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement") in favor of Assignor, in its capacity as agent for the lenders party to the Credit Agreement dated as of September 22, 2000 among Benchmark Medical Holdings, Inc., a Delaware corporation ("Borrower"), Assignor, as agent, and the lenders party thereto (the "Original Credit Agreement");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 10, 2000 at reel 002161 frame 0247 (which was a corrected filing from one recorded on October 10, 2000 at reel 002161 frame 0459);

WHEREAS, each of the Grantors is a direct or indirect wholly-owned Subsidiary of Borrower and guaranteed the obligations of Borrower under the Original Credit Agreement and entered into a Security Agreement dated as of September 22, 2000 whereby each Grantor granted a security interest in substantially all of its assets in favor of Assignor, including each of the Trademarks described above (as amended, restated, modified or supplemented from time to time, the "Security Agreement");

WHEREAS, in connection with the execution and delivery of that certain Amended and Restated Credit Agreement dated as of the date hereof among Borrower, Assignee as Agent for the Lenders and the Lenders party thereto (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), which amends and restates the Original Credit Agreement, Assignor resigned as agent for the Lenders and Assignee was appointed as successor Agent to the Lenders thereunder and under each other Loan Document referred to therein, including the Security Agreement and the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee, Assignor and each Grantor hereby agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement, as modified by the Credit Agreement.

2. Assignment of Security Interests. In accordance with Assignor's resignation as Agent, and the appointment of Assignee as successor Agent, pursuant to the terms of the Credit Agreement, Assignor hereby assigns to Assignee, in its capacity as Agent for the Lenders under the Credit Agreement, all of its right, title and interest in and to the Trademark Security Agreement and all of the Trademarks and other collateral security interests granted therein.

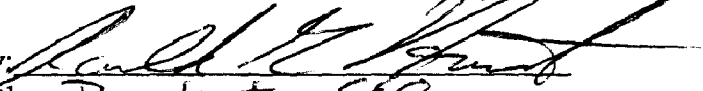
3. Reaffirmation of Trademark Security Agreement. Each Grantor hereby acknowledges and accepts the assignment described herein, agrees to be bound to Assignee thereby, ratifies and affirms all of the obligations of each Grantor under the Trademark Security Agreement and confirms that the Trademark Security Agreement (except as expressly modified hereby) remains and shall continue to remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, Assignor, Assignee and each Grantor has duly executed this Assignment as of the date first above written.

GRANTORS:

NORTHSTAR HEALTH SERVICES, INC.

By: 
Title: President - CEO

KEYSTONE REHABILITATION
SYSTEMS, INC.

By: 
Title: President - CEO

ASSIGNOR:

HELLER FINANCIAL, INC.

By: _____
Title: Vice President

ASSIGNEE:

HELLER HEALTHCARE FINANCE, INC.

By: _____
Title: Vice President

IN WITNESS WHEREOF, Assignor, Assignee and each Grantor has duly executed this Assignment as of the date first above written.

GRANTORS:

NORTHSTAR HEALTH SERVICES, INC.

By: _____
Title: _____

KEYSTONE REHABILITATION
SYSTEMS, INC.

By: _____
Title: _____

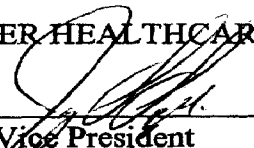
ASSIGNOR:

HELLER FINANCIAL, INC.

By:  _____
Title: Vice President

ASSIGNEE:

HELLER HEALTHCARE FINANCE, INC.

By:  _____
Title: Vice President

SCHEDULE 1

Northstar Health Services, Inc.

Trademark:

Owned by: Keystone Rehabilitation Systems, Inc.
Mark: Keystone Rehabilitation Systems + design
Reg. No. 1,490,615
Reg. Date: May 31, 1988
Class: Int. Class 42; US Class 100

Trademark Application:

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Owned by: Northstar Health Services, Inc.
Mark: K Keystone Rehabilitation Enterprises
Serial Number: 75/521065
Filing Date: July 17, 1998