

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Em3 Corporation		12/01/2002	CORPORATION: NEVADA

RECEIVING PARTY DATA	
Name:	Concentra Operating Corporation
Street Address:	5080 Spectrum Drive
Internal Address:	Suite 400 W
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2800851	EM3
Registration Number:	2778258	EM3

CORRESPONDENCE DATA	
Fax Number:	(713)615-5803
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7137581105
Email:	iptldocket@velaw.com
Correspondent Name:	W. Scott Brown
Address Line 1:	1001 Fannin Street
Address Line 2:	2300 First City Tower
Address Line 4:	Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	OCC700
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NAME OF SUBMITTER:	W. Scott Brown
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Total Attachments: 4  
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## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement") is made and entered into as of the 1st day of December, 2002, between Em3 Corporation, a Nevada corporation ("Seller"), and Concentra Operating Corporation, a Nevada corporation ("Buyer").

### WITNESSETH:

**WHEREAS**, Seller and Buyer have entered into that certain Asset Purchase Agreement, dated as the date hereof (the "Purchase Agreement"), by and among Buyer, Seller and Concentra Inc., a Delaware corporation and Buyer's parent corporation; and

**WHEREAS**, Seller and Buyer have agreed to execute and deliver this Agreement in connection with the consummation of the transactions contemplated by the Purchase Agreement;

**NOW, THEREFORE**, in consideration of the respective representations and agreements hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

I. Definitions. Capitalized terms used but not defined herein shall have the meanings specified in the Purchase Agreement.

II. Transfer of Certain Assets.

2.1 Transfer of Certain Assets. Seller does hereby sell, transfer, assign, and deliver, and Buyer does hereby purchase and accept, all right, title, and interest of Seller in and to all rights, properties, and assets used in connection with the Business, including, without limitation, all of Seller's right, title, and interest in and to the rights, properties, and assets described in this Section 2.1 (collectively, the "Transferred Assets"):

- (a) All Accounts Receivable;
- (b) All Personal Property;
- (c) All Leased Real Property;
- (d) All Permits;
- (e) All Assumed Contracts;
- (f) All cash, cash equivalents, and marketable securities, including cash on hand maintained at any of Seller's facilities, cash in transit, and cash, cash equivalents, and marketable securities in lock boxes or on deposit with or held by any financial institution in connection with the Business;
- (g) All prepaid expenses, advance payments, deposits, surety accounts, and other similar assets relating to the Business, including prepaid deposits with suppliers and utilities;

(h) All rights, claims, and benefits of Seller in, to, or under all insurance policies maintained by Seller for the Business;

(i) All of the proprietary rights of Seller relating to the Business, including all patents, patent applications, patent licenses, trademarks, trade names, and registrations and applications therefore, trade secrets, technology, know-how, formulae, designs and drawings, computer software, slogans, copyrights, processes, and other similar intangible property and rights relating to the Business;

(j) All books and records relating to the Business (excluding those described in, or relating to the assets described in, Section 3.1. hereof), including executed copies of the Assumed Contracts, or if no executed agreement exists, summaries of each Assumed Contract transferred pursuant to subsection 2.1(e) above, subject to the right of Seller to copy and have such books and records made reasonably available to Seller for tax and other legitimate organization purposes for a period of six years after the Closing;

(k) To the extent assignable, all computer programs and software, and all rights and interests of Seller in and to any computer programs and software used in connection with the Business;

(l) All Choses in Action of Seller; and

(m) All intangible assets of Seller relating to the Business not specifically described above, including goodwill, and all other assets, other than the Excluded Assets, used or held for use in connection with the Business.

2.2 Title to Transferred Assets. Seller hereby represents and warrants to and covenants with Buyer that (a) Seller has good and marketable title to the Transferred Assets, free and clear of all Liens or liabilities, (b) upon the execution and delivery by Seller of this Agreement, Buyer will acquire and have good and marketable title to all of the Transferred Assets, free and clear of all Liens, and (c) Seller will warrant and defend the sale of the Transferred Assets to Buyer against any and all persons claiming to or making a claim against any or all of the same.

### 2.3 Further Assurances; Power of Attorney.

(a) Seller shall, from time to time after the delivery of this Agreement, at Buyer's request and without further consideration, take all steps reasonably necessary to put Buyer in actual possession and control of the Transferred Assets, and shall execute and deliver such other instruments of conveyance and transfer, consents, bills of sale, assignments, releases, powers of attorney' and assurances and take such action as Buyer may reasonably require more effectively to transfer any of the Transferred Assets.

(b) Seller hereby irrevocably constitutes and appoints Buyer the true and lawful attorney of Seller with full power of substitution, in the name of Seller, reasonably to take any of the actions described in Section 2.3(a) hereof if Seller shall not promptly take such actions upon request.

(c) Seller agrees that Buyer shall retain for its own account any amounts collected pursuant to the foregoing powers, and Seller shall pay to Buyer, without notice or demand, if and when received, any amounts which shall be received by Seller in respect of any receivables or other assets, properties, rights, or business to be transferred, conveyed, and assigned to Buyer as provided herein.

III. Excluded Assets.

3.1 Excluded Assets. Notwithstanding any other provision of this Agreement, none of the assignments described herein shall constitute an assignment or transfer (or an attempted assignment or transfer) of the Excluded Assets. All rights relating to the Excluded Assets shall be expressly excluded from the Transferred Assets. The Excluded Assets shall consist of the following:

(a) The Purchase Price received by Seller under the Purchase Agreement;

(b) the amount of cash necessary to cover the cost of any fractional shares that would otherwise be distributable upon dissolution, not to exceed the sum of Seven Hundred Dollars (\$700);

(c) The rights of Seller under the Purchase Agreement or any other Transaction Document; and

(d) The capital stock of Seller (whether held in treasury or issued and outstanding).

III. Assumption of Liabilities.

3.1 Assumed and Retained Liabilities.

(a) Buyer hereby assumes and in due course agrees to pay, discharge, and perform all the obligations and liabilities of Seller relating to the Business, including up to an aggregate of One Million Dollars (\$1,000,000) in unsecured indebtedness owed by Seller to Welsh, Carson, Anderson & Stowe VIII, L.P. (the "Assumed Liabilities"), and fully satisfy such Assumed Liabilities.

(b) Notwithstanding anything contained in the Purchase Agreement and this Agreement to the contrary, Buyer does not assume or agree to pay, satisfy, discharge, or perform, and will not be deemed by virtue of the execution and delivery of the Purchase Agreement, this Agreement or any other Transfer Document, or as a result of the consummation of the transactions contemplated by the Purchase Agreement, to have assumed or to have agreed to pay, satisfy, discharge, or perform, any liability, obligation, or indebtedness of the Business or Seller, whether primary or secondary, direct or indirect, other than the Assumed Liabilities. Seller will retain all liabilities and obligations of the Business other than the Assumed Liabilities.

IV. Miscellaneous Provisions.

(a) Notices. Any request permitted to be given hereunder shall be given in the manner specified in Section 9.8 of the Purchase Agreement.

(b) Parties in Interest. This Agreement shall be binding upon and, except as provided below, inure solely to the benefit of each party hereto and their successors, assigns, and transferees, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(c) Assignment. Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto, whether by operation of law or otherwise; provided, however, that without releasing Buyer from any of its obligations or liabilities hereunder, Buyer may assign or delegate any or all of its rights or obligations under this Agreement to any Affiliate of Buyer or any Person with or into which Buyer merges or consolidates. In the event of such an assignment, the provisions of this Agreement shall inure to the benefit of and be binding on Buyer's assigns.

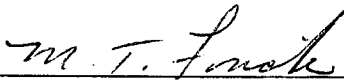
(d) Governing Law. This Agreement shall be construed in accordance with and governed by the internal law of the State of Delaware (without reference to its rules as to conflicts of law).

(e) Counterparts. This Agreement may be executed and delivered (including by facsimile transmission) in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart.


(f) Headings. The headings of this Agreement are for convenience of reference only and are not part of the substance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

**SELLER: EM3 CORPORATION**

By:   
Michael Fricke  
President

**BUYER: CONCENTRA OPERATING CORPORATION**

By:   
Richard A. Parr II  
Executive Vice President