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09-16-2003

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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102552045

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

1. Name of conveying party(ies):

Concentra Integrated Services, Inc.

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

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: August 13, 2003

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

Name: JPMorgan Chase Bank, as Administrative Agent

Internal Address: _____

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

- ☐ 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

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

A. Trademark Application No.(s)

78/232,061

B. Trademark Registration No.(s)

Additional number(s) attached? ☐ Yes ☒ No

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

Name: Alison Winick, Esq.

Internal Address: Simpson Thacher & Bartlett LLP

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: _____

1

7. Total fee (37 CFR 3.41): _____ \$40.00

- ☐ Enclosed
☒ Authorized to be charged to deposit account credit card

8. Deposit account number: _____

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

09/16/2003 DBYRNE 00000200 78232061

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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.

Alison Winick, Esq.
Name of Person Signing

[Signature]
Signature

9/15/03
Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK
REEL: 002824 FRAME: 0741

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

("Agreement"), dated as of August 13, 2003, is made by Concentra Integrated Services, Inc., a Massachusetts corporation (the "Grantor"), in favor of JPMorgan Chase 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 13, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Concentra Inc., a Delaware corporation, Concentra Operating Corporation, a Nevada corporation (the "Borrower"), the Lenders, the Administrative Agent, Deutsche Banc Alex Brown, as documentation agent, and Citicorp North America, Inc. and Credit Suisse First Boston, as co-syndication agents.

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, including Grantor, have executed and delivered a Guarantee and Collateral Agreement, dated as of August 13, 2003 (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 Grantor 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 the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest; and

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

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 and the Grantor's obligations that they undertook to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor 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 Agreement, 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. Grant of Security Interest. The Grantor 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 all of the goodwill associated therewith, including, without limitation, the Trademarks listed on Schedule A hereto, 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 Agreement has been executed and delivered by the Grantor for the purpose of recording this Agreement and grant of security interest herein with the United States Patent and Trademark Office. This Agreement 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 Grantor 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 Agreement 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 Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONCENTRA INTEGRATED
SERVICES, INC.

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

JPMORGAN CHASE BANK,
as Administrative Agent

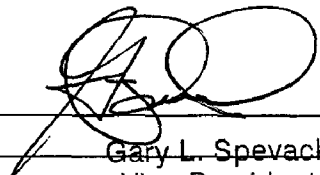
By: _____
Name: _____
Title: _____

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

CONCENTRA INTEGRATED
SERVICES, INC.

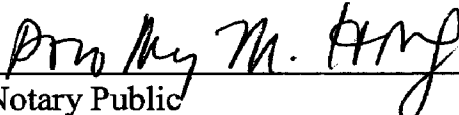
By: _____
Name: Richard A. Parr, II
Title: Executive Vice President

JPMORGAN CHASE BANK,
as Administrative Agent

By:  _____
Name: Gary L. Spevack
Title: Vice President
JPMorgan Chase Bank

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

On the 12th day of August 2003, before me personally came Richard A. Parr II, who is personally known to me to be the Executive Vice President of Concentra Integrated Services, Inc., a Massachusetts corporation; who, being duly sworn, did depose and say that he is the Executive Vice President 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.



Notary Public

DOROTHY M. HONG
NOTARY PUBLIC, State of New York
No. 01HO6026190
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires June 7, 2007

[NOTARIAL SEAL]

Schedule A

U.S. Registered Trademarks and Trademark Applications
owned by Concentra Integrated Services, Inc.

MARK	REG./APP. NO.
PTNET	78/232061

509265-0642-08713-NY02.2289594.4

RECORDED: 09/16/2003

TRADEMARK
REEL: 002824 FRAME: 0747