

REC

09-16-2003

LET

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

9-16-03



Tab settings → → →

102552046

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

1. Name of conveying party(ies):

Concentra Operating Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State (NV)
☐ 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)

75/891,280 and 75/747,726

B. Trademark Registration No.(s)

See Attached Continuation of Item Four

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: _____

33

7. Total fee (37 CFR 3.41): _____ \$840.00

- ☐ 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 00000199 75891280

01 FC:8521

40.00 NP

02 FC:8522

800.00 OP

DO NOT USE THIS SPACE

Signature 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: 9

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

TRADEMARK
REEL: 002825 FRAME: 0225

CONTINUATION OF ITEM FOUR FROM RECORDATION COVER SHEET**4. Application number(s) or registration number(s):**

Reg. No.	Reg. No.
1,825,604	2,238,739
2,657,008	2,238,740
2,228,457	2,362,834
2,236,715	2,314,958
2,091,581	2,413,461
1,917,433	2,411,686
2,016,815	2,337,193
2,238,733	2,587,245
2,238,734	2,593,566
2,238,735	1,546,700
2,238,741	2,134,783
2,314,956	1,793,298
2,314,959	2,408,856
2,238,736	1,813,186
2,236,716	2,090,290
1,944,958	

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 Operating Corporation, a Nevada corporation (the "Borrower"), 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, 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 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 Borrower 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 Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest; and

WHEREAS, pursuant to the foregoing, the Borrower 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 obligations that it undertook to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower 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 Borrower 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 Borrower 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 Borrower 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 OPERATING CORPORATION


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 OPERATING CORPORATION

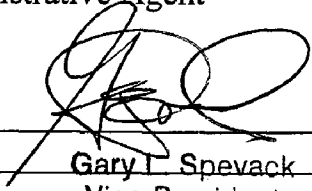
By: _____

Name: Richard A. Parr II

Title: Executive Vice President

JPMORGAN CHASE BANK,
as Administrative Agent

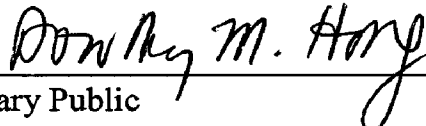
By: _____

Name:  Gary I. 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 Operating Corporation a Nevada 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

MARK	REG. NO.
ADAPT	1825604
ATN	2657008
CONCENTRA (design only)	2228457
CONCENTRA (design only)	2236715
CONCENTRA (word mark)	2091581
CONCENTRA (word mark)	1917433
CONCENTRA (with stylized letters)	2016815
CONCENTRA HEALTH SERVICES	2238733
CONCENTRA HEALTH SERVICES	2238734
CONCENTRA HEALTH SERVICES (name & logo)	2238735
CONCENTRA HEALTH SERVICES (name & logo)	2238741
CONCENTRALINK	75/891280
CONCENTRA MANAGED CARE	2314956
CONCENTRA MANAGED CARE	2314959
CONCENTRA MANAGED CARE, INC.	2238736
CONCENTRA MANAGED CARE, INC.	2236716
CONCENTRA MANAGED CARE (name & logo)	2238739
CONCENTRA MANAGED CARE (name & logo)	2238740
CONCENTRA MANAGED CARE SERVICES	2362834
CONCENTRA MANAGED CARE SERVICES	2314958
CONCENTRA PREFERRED SYSTEMS	2413461
CRA MANAGED CARE, INC.	2411686
CRA MANAGED CARE, INC.	2337193
FIRST NOTICE SYSTEMS	1944958
FOCUS (Running Man logo only)	2587245
FOCUS HEALTHCARE MANAGEMENT, INC. (name & logo)	2593566
FOCUS HEALTHCARE MANAGEMENT (name & walking logo)	1546700
METRACOMP	2134783
OCCUCENTERS	75/747726
OCCUPATIONAL HEALTH CENTERS (name & logo)	1793298
OCCUSOURCE	2408856

MARK	REG. NO.
OCCUSYSTEMS	1813186
OCCUSYSTEMS	2090290