

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
Symphony Health Services, Inc.		09/16/2003	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Symphony Health Services, LLC
Street Address:	11350 McCormick Road
Internal Address:	Suite 600
City:	Hunt Valley
State/Country:	MARYLAND
Postal Code:	21031
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1493694	REHABWORKS, INC.

CORRESPONDENCE DATA	
Fax Number:	(215)656-3301
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-656-3309
Email:	darius.gambino@piperrudnick.com
Correspondent Name:	Darius C. Gambino
Address Line 1:	Piper Rudnick LLP, 1650 Market Street
Address Line 2:	Suite 4900
Address Line 4:	Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	SHS-04-1252
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NAME OF SUBMITTER:	Darius C. Gambino
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Total Attachments: 4
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GENERAL ASSIGNMENT AND BILL OF SALE

Symphony Health Services, Inc., a Delaware corporation ("Seller"), does hereby grant, bargain, sell, convey, transfer, assign, set over and deliver, as of the date hereof, unto Symphony Health Services, LLC, a Delaware limited liability company ("Purchaser"), its wholly owned subsidiary, all of Seller's right, title and interest in and to those assets described on **Exhibit A** attached hereto ("RehabWorks Purchased Assets"), whether real, personal or mixed, tangible or intangible, absolute or contingent, and wherever situated, as well as certain liabilities, obligations and commitments relating to the RehabWorks Purchased Assets and the operation of Purchaser (the "Liabilities"); provided, however, that the Liabilities shall not exceed the value of the RehabWorks Purchased Assets.

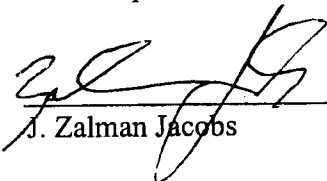
Seller will hereafter execute and deliver such further assignments, instruments of transfer, bills of sale, powers of attorney or conveyances and perform such other acts, as may be necessary or desirable fully to vest in Purchaser title to and enjoyment of the RehabWorks Purchased Assets.

IN WITNESS WHEREOF, Seller has caused this General Assignment and Bill of Sale to be executed by its officer thereunto duly authorized on this 16th day of September, 2003.

SELLER:

SYMPHONY HEALTH SERVICES, INC.,
a Delaware corporation

By: _____


J. Zalman Jacobs

Its: Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that J. ZALMAN JACOBS, personally known to me to be the Vice President of Symphony Health Services, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of September, 2003.

Catherine E. Taylor
NOTARY PUBLIC

Notary Public, State of New York
No. 31-4999895
Qualified in New York County
Certificate Filed in New York County
Commission Expires

CATHERINE E. TAYLOR
Notary Public, State of New York
No. 31-4999895
Qualified in New York County
Certificate Filed in New York County
Commission Expires 8-3-06

EXHIBIT A

REHABWORKS ASSETS

Subject to and upon the terms and conditions set forth in the General Assignment and Bill of Sale, Seller hereby grants, bargains, sells, conveys, transfers, assigns, sets over and delivers the following RehabWorks Purchased Assets:

- (a) all equipment, fixtures, furniture and furnishings;
- (b) all rights (including but not limited to any and all intellectual property rights) in and to the services rendered, sold or leased;
- (c) all of the rights of the Seller under all contracts, arrangements, licenses, leases and other agreements, including, without limitation, any right to receive payment for services rendered, and to receive goods and services, pursuant to such agreements and to assert claims and take other rightful actions in respect of breaches, defaults and other violations of such contracts, arrangements, licenses, leases and other agreements and otherwise;
- (d) all credits, prepaid expenses, deferred charges, advance payments, security deposits and prepaid items;
- (e) all cash, cash equivalents, and all notes and accounts receivable held by the Seller, and all notes, bonds and other evidences of indebtedness of and rights to receive payments from any third parties pursuant to any arrangement with Seller;
- (f) all intellectual property, including but not limited to any and all trademarks and the goodwill associated therewith, and all rights thereunder or in respect thereof primarily relating to or used or held for use in connection with the operation of its business, including, but not limited to, rights to sue for and remedies against past, present and future infringements thereof, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide and all tangible embodiments thereof;
- (g) all books, records, manuals and other materials (in any form or medium), including, without limitation, all records and materials maintained by Seller, advertising matter, catalogues, price lists, correspondence, mailing lists, list of customers, distribution lists, photographs, production data, sales and promotional materials and records, purchasing materials and records, personnel records, manufacturing and quality control records and procedures, blueprints, research and development files, records, data and laboratory books, intellectual property disclosures, media materials and plates, accounting records, sales order files and litigation files.
- (h) to the extent their transfer is permitted by law, all permits, licenses and other approvals, including all applications therefor;

(i) all real property and all licenses, permits, approvals and qualifications relating to any real property issued to Seller;

(j) all goodwill of Seller; and

(k) all rights to causes of action, lawsuits, judgments, claims and demands of any nature available to or being pursued by Seller with respect to its business or the ownership, use, function or value of any RehabWorks Purchased Asset, whether arising by way of counterclaim or otherwise.

All terms not specifically defined herein shall have the meaning as set forth in the General Assignment and Bill of Sale.