

ASSIGNMENT

WHEREAS, **Floyd Stahl**, an individual and a U.S. citizen, with an address of 9986 Lavenham Circle West, Powell, Ohio 43065 (hereinafter referred to as "ASSIGNOR"), has adopted, used and is presently using the mark INTEGRITY PHYSICAL THERAPY (and Design), and is the owner of trademark properties corresponding to the mark in the United States Patent and Trademark Office, as identified in the attachment hereto marked **Exhibit A** (hereinafter collectively referred to as the "Marks"); and

WHEREAS, ASSIGNOR currently manages the physical therapy facilities operating under the Marks and name INTEGRITY PHYSICAL THERAPY in the Fort Wayne, Indiana and Chicago, Illinois areas; and

WHEREAS, **Benchmark Medical Holdings, Inc.**, a Delaware corporation with a business address of Valleybrooke Corporate Park, 101 Lindenwood Drive, Suite 420, Malvern, Pennsylvania 19355 (hereinafter referred to as "ASSIGNEE"), owns and controls the physical therapy service facilities described above and managed by ASSIGNOR, and ASSIGNEE is desirous of acquiring said Marks and the goodwill associated with the Marks, the applications therefor, and the resulting registrations thereof, and the business to which the Marks pertain;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE the entire right, title, and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and the pending applications therefore and the registrations thereof, the business to which such Marks pertain, and all other rights which ASSIGNOR has enjoyed thereunder in the United States, including any and all rights of recovery based on past infringement of the Marks and/or

registrations, the same to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the terms for which the aforesaid Marks are registered, and any renewals of the terms thereof;

FOR THE SAME CONSIDERATION, ASSIGNOR also hereby covenants and agrees to and with ASSIGNEE, its successors, legal representatives and assigns, that, at the time of execution and delivery of these presents, ASSIGNOR is the sole and lawful owner of the entire right, title and interest in and to the aforesaid applications and Marks, and believes he is the sole and lawful owner of the entire right, title and interest to the Marks, and the goodwill associated therewith, and that the same are unencumbered, and that ASSIGNOR has good and full right and lawful authority to sell and convey the Marks in the manner herein set forth, along with the business to which such Marks pertain;

AND for the same consideration, ASSIGNOR hereby covenants and agrees to and with ASSIGNEE, its successors, legal representatives and assigns, that ASSIGNOR will, whenever ASSIGNEE, its counsel, or the counsel of its successors, legal representatives and assigns, shall advise that it is lawful and desirable, sign all papers and documents, deliver necessary documents including original registration certificates, if available, take all lawful oaths, execute separate confirmatory assignments, and do all acts necessary or desirable to be done for the procurement, maintenance, enforcement and defense of said Marks without charge to ASSIGNEE, its successors, legal representatives and assigns.

The parties hereto acknowledge that this Assignment shall be deemed to have an effective date of April 15, 2005 *KSS*.

ASSIGNOR:
Floyd Stahl

By: Floyd Stahl
Floyd Stahl

Date: 4/15/05

STATE OF OHIO :
COUNTY OF DELAWARE :SS.

Before me this 15 day of APR, 2005, personally appeared
Floyd Stahl, the person whose name is subscribed to the foregoing Assignment and
acknowledged that he executed the same as his free act and deed for the purposes therein
contained.

[Notary's Seal Here]

Amy Gault
Notary Public - ST OF OH
My Commission Expires: 6/26/05

ASSIGNEE:
Benchmark Medical Holdings, Inc.

By: Rick Binstein
Rick Binstein
Title: Vice President

Date: 4-25-05

STATE OF Pennsylvania :

:SS.

COUNTY OF Montgomery :

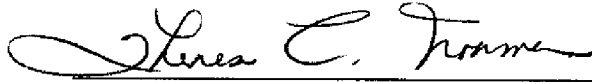
Before me this 25th day of April, 2005, personally appeared

Rick Binstein, whose title on behalf of Assignee, Benchmark Medical Holdings, Inc., is

Vice President, the person whose name is subscribed to the foregoing

Assignment and acknowledged that he executed the same as his free act and deed for the

purposes therein contained on behalf of said corporation.



Notary Public

My Commission Expires:

[Notary's Seal Here]

NOTARIAL SEAL
THERESA C. NORMAN, Notary Public
Horsham Twp., Montgomery County
My Commission Expires November 15, 2005

EXHIBIT A

INTEGRITY PHYSICAL THERAPY (and Design)
United States Trademark Application Serial No. 76/572,941
Filing Date in U.S. Patent and Trademark Office: January 28, 2004
Goods/Services: Physical therapy services, in International Class 44.



INTEGRITY PHYSICAL THERAPY (and Design)
United States Trademark Application Serial No. 76/576,080
Filing Date in U.S. Patent and Trademark Office: February 11, 2004
Goods/Services: Physical therapy services, in International Class 44.

