

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Therapy Denial Solutions, LLC		11/01/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	RehabWorks, LLC		
Street Address:	11350 McCormick Road		
Internal Address:	Suite 600		
City:	Hunt Valley		
State/Country:	MARYLAND		
Postal Code:	21031		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78728888	THERAPY DENIAL SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(215)606-3309		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215.656.3309		
Email:	darius.gambino@dlapiper.com		
Correspondent Name:	Darius C. Gambino		
Address Line 1:	1650 Market Street		
Address Line 2:	Suite 4900		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	SHS-05-1527		
NAME OF SUBMITTER:	Darius C. Gambino		
Signature:	/dcg/		

CH \$40.00 78728888

Date:

11/04/2005

Total Attachments: 3

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TRADEMARK ASSIGNMENT

The undersigned, Therapy Denial Solutions, LLC, a Delaware corporation, (the "Assignor"), hereby transfers and assigns to RehabWorks, LLC, a Delaware corporation, (the "Assignee"), all right, title, and interest in and to the marks and registrations described in Exhibit A, which is attached hereto and is incorporated by reference herein, and the goodwill of the business associated therewith and the portion of the business of Assignor relating to the marks set forth in Exhibit A (collectively, the "Marks").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Marks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Marks, the applications and registrations therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Marks, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States Patent and Trademark Office or in any foreign jurisdiction.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Marks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

THERAPY DENIAL SOLUTIONS, LLC

Dated: 11/1/05

By: [Signature]

Name: Thomas B. Build

Title: Senior Vice President

This 1 day of November, 2005, before me personally came the before-mentioned known as the individual who executed the foregoing Trademark Assignment, who acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed, and in the capacity therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

[Signature]
Notary Public

RACHEL E. WILLIAMS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 1, 2006

REHABWORKS, LLC

Dated: 11/1/05

By: [Signature]

Name: Thomas B. Build

Title: Senior Vice President

This 1 day of November, 2005, before me personally came the before-mentioned known as the individual who executed the foregoing Trademark Assignment, who acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed, and in the capacity therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

[Signature]
Notary Public

RACHEL E. WILLIAMS
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires February 1, 2006

EXHIBIT A

Trademarks

Jurisdiction	Trademark	Application No.
United States	THERAPY DENIAL SOLUTIONS	78/728,888