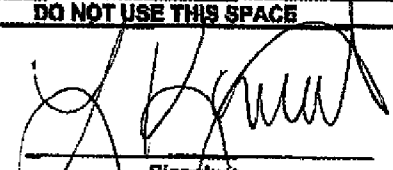


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office
23630-496 16

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


| | |
|---|--|
| <p>1. Name of conveying party(ies): GE HFS Holdings, Inc. (f/k/a Heller Healthcare Finance, Inc.)</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State DE <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies) Name: <u>General Electric Capital Corporation</u> Internal Address: _____ <i>as agent</i> Address: _____ Street Address: <u>500 W. Monroe</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60661</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____</p> <p><small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small></p> |
| <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Assignment of Trademark</u> Execution Date: <u>December 27, 2005</u> Security Agreement</p> | <p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____</p> <p style="text-align: center;">Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> |
| <p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> _____ _____ Street Address: <u>35 W. Wacker Dr.</u> _____ City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u></p> | <p>6. Total number of applications and registrations involved: _____ <input type="checkbox"/></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>115</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>232428</u></p> |
| DO NOT USE THIS SPACE | |
| <p>9. Signature. <u>Laura Konrath</u> Name of Person Signing</p> <p style="text-align: center;"> Signature</p> <p style="text-align: right;"><u>2/6/06</u> Date</p> <p style="text-align: right;"><input type="checkbox"/></p> <p style="text-align: center;"><small>Total number of pages including cover sheet, attachments, and document: <input type="checkbox"/></small></p> | |

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

CH \$115.00 232428 76576080

Construction
Item 4

SCHEDULE 1

| MARKING | REGISTRATION NO. | FILED DATE | REG. NO. | REG. DATE | REG. CLASS | STATUS | COUNTRY |
|--|----------------------------------|--------------|-----------|-------------|------------|------------|---------|
|  INTEGRITY physical therapy <small>A BENCHMARK MEDICAL COMPANY</small> | Benchmark Medical Holdings, Inc. | 11-Feb-2004 | 76/576080 | 23-Aug-2005 | -- | Published | U.S. |
| Integrity Physical Therapy (Design Search Code: 02.01.02 - Men, shadows or silhouettes of men; Silhouettes (men)) | Benchmark Medical Holdings, Inc. | 28-Jan-2004 | 76/572941 | 23-Aug-2005 | 2987915 | Registered | U.S. |
| Matrix Rehabilitation | Benchmark Medical Holdings, Inc. | 28-June-1999 | 75/738963 | 20-Feb-2001 | 2429357 | Registered | U.S. |
| Victoria Healthcare | Benchmark Medical Holdings, Inc. | 19-July-2005 | 78/673058 | -- | -- | Pending | U.S. |

CHI:1659181.1

TRADEMARK
REEL: 003259 FRAME: 0139

16

Execution Copy

ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of this 27th day of December, 2005 by GE HFS HOLDINGS, INC. (f/k/a Heller Healthcare Finance, Inc.), a Delaware corporation ("Assignor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("Assignee"), and agreed to and acknowledged by the Grantor (as defined below).

WITNESSETH

WHEREAS, Benchmark Medical Holdings, Inc., a Delaware corporation (the "Grantor"), entered into that certain Credit Agreement dated as of September 22, 2000 among the Grantor, Heller Financial, Inc., in its capacity as agent (the "Original Agent"), and the lenders party thereto (as amended, restated, supplemented or otherwise modified from time to time, the "Original Credit Agreement") and entered into a Security Agreement dated as of September 22, 2000 whereby the Grantor granted a security interest in substantially all of its assets in favor of the Original Agent (as amended, restated, modified or supplemented from time to time, the "Original Security Agreement");

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of November 13, 2002 among the Grantor, Assignor, as agent for the lenders party thereto, and the lenders party thereto (as amended, restated supplemented or otherwise modified from time to time, the "Amended Credit Agreement"), the Original Agent resigned as agent for the lenders and Assignor was appointed as successor agent for the lenders thereunder and under each other Loan Document referred to therein;

WHEREAS, the Grantor entered into that certain Trademark Security Agreement dated as of January 24, 2003 whereby the Grantor granted a continuing security interest in, among other things, each Trademark listed on Schedule 1 annexed hereto (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement") in favor of Assignor;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on February 13, 2003 at reel 002674 frame 0811;

WHEREAS, in connection with the execution and delivery of that certain Amended and Restated First Lien Credit Agreement dated as of December 27, 2005 among the Grantor, Assignee as Agent for the Lenders and the Lenders party thereto (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), which amends and restates the Original Credit Agreement as amended by the Amended Credit Agreement, Assignor resigned as agent for the Lenders and Assignee was appointed as successor Agent to the Lenders thereunder and under each other Loan Document referred to therein;

WHEREAS, in connection with the execution and delivery of the Credit Agreement, the Grantor has executed and delivered that certain Amended and Restated First Lien Guaranty and

Security Agreement (as amended, restated, supplemental or otherwise modified from time to time, the "Security Agreement"), which amends and restates the Original Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee, Assignor and the Grantor hereby agree as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement, as modified by the Credit Agreement.

2. Assignment of Security Interests. In accordance with Assignor's resignation as Agent, and the appointment of Assignee as successor Agent, pursuant to the terms of the Credit Agreement, Assignor hereby assigns to Assignee, in its capacity as Agent for the Lenders under the Credit Agreement, all of its right, title and interest in and to the Trademark Security Agreement and all of the Trademarks and other collateral security interests granted therein.


3. Reaffirmation of Trademark Security Agreement. The Grantor hereby acknowledges and accepts the assignment described herein, agrees to be bound to Assignee thereby, ratifies and affirms all of the obligations of the Grantor under the Trademark Security Agreement and confirms that the Trademark Security Agreement (except as expressly modified hereby) remains and shall continue to remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, Assignor, Assignee and the Grantor have duly executed this Assignment as of the date first above written.

ASSIGNOR:

GE HFS HOLDINGS, INC. (f/k/a Heller
Healthcare Finance, Inc.)

By: 
Title: Duly Authorized Signatory

ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 
Title: Duly Authorized Signatory

GRANTOR:

BENCHMARK MEDICAL HOLDINGS,
INC.

By: _____
Title: _____

IN WITNESS WHEREOF, Assignor, Assignee and the Grantor have duly executed this Assignment as of the date first above written.

ASSIGNOR:

GE HFS HOLDINGS, INC. (f/k/a Heller
Healthcare Finance, Inc.)

By: _____
Title: _____


ASSIGNEE:

GENERAL ELECTRIC CAPITAL
CORPORATION


By: _____
Title: _____

GRANTOR:

BENCHMARK MEDICAL HOLDINGS,
INC.

By:  _____
Title: Vice President

SCHEDULE 1

| MARKING | OWNER | FILED | APPL. NO. | FILED | REG. NO. | STATUS | COUNTRY |
|--|----------------------------------|--------------|-----------|-------------|----------|------------|---------|
|  | Benchmark Medical Holdings, Inc. | 11-Feb-2004 | 76/576080 | 23-Aug-2005 | -- | Published | U.S. |
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| Vicinia Healthcare | Benchmark Medical Holdings, Inc. | 19-July-2005 | 78/673056 | -- | -- | Pending | U.S. |

CHI:1659181.1

RECORDED: 02/13/2006

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