# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** 

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Concentra Operating Corporation		06/08/2007	CORPORATION: NEVADA

# **RECEIVING PARTY DATA**

Name:	Viant Holdings, Inc.
Street Address:	535 East Diehl Road
City:	Naperville
State/Country:	ILLINOIS
Postal Code:	60563
Entity Type:	CORPORATION: DELAWARE

#### PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3211111	BEECH STREET ACCELERATED PAYMENT PROGRAM
Registration Number:	3071065	BEECH STREET CORPORATION
Registration Number:	3071061	BEECH STREET CORPORATION
Registration Number:	2874997	C2C
Serial Number:	78793015	WHITE SPACE MANAGEMENT

# **CORRESPONDENCE DATA**

Fax Number: (713)615-5243

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

713-758-1105 Phone:

ATTORNEY DOCKET NUMBER:

Email: iptldocket@velaw.com

Correspondent Name: W. Scott Brown Address Line 1: 1001 Fannin Street Address Line 2: 2500 First City Tower

Address Line 4: Houston, TEXAS 77002-6760

TRADEMARK 900079015

OCC700

**REEL: 003558 FRAME: 0767** 

NAME OF SUBMITTER:	W. Scott Brown
Signature:	/wsb/
Date:	06/11/2007
Total Attachments: 2 source=Tm Assign between COC and Viant source=Tm Assign between COC and Viant	. •

TRADEMARK REEL: 003558 FRAME: 0768

# TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is made effective as of the "Effective Date") by and between Concentra Operating Corporation, a Nevada corporation ("Assignor") and Viant Holdings, Inc., a Delaware corporation having a place of business at 535 East Diehl Road, Naperville, IL 60563 ("Assignee").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby irrevocably and in perpetuity assigns and transfers to Assignee any and all rights, title and interest it has in and to the trademarks listed on <u>Exhibit A</u> hereto (the "Trademarks"), including any renewals or extensions thereof. Assignor does not warrant that the Trademarks are free and clear of all encumbrances, and Assignee acknowledges that it shall bear all risks, if any, associated with use of the Trademarks. ASSIGNOR DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.
- 2. <u>Agreement to Perform Necessary Acts</u>. Assignor agrees to perform (at Assignee's expense) any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment.
- Miscellaneous. This Assignment contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof. This Assignment may be amended only by a writing signed by both parties. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect. This Assignment shall be construed in accordance with the laws of the state of Delaware. This Assignment will inure the benefit of each party's heirs, executors, administrators, successors and assigns, respectively.

IN WITNESS WHEREOF, the parties have duly executed this Assignment, effective as of the date first set forth above.

ASSIGNOR	ASSIGNEE
By: // faul / /	By: how
Name: Mark A. Solls	Name: Daniel J. Thomas
Title: Executive Vice President	Title: Pesident
Date: June 8, 2007	Date: June 8, 2007

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EXHIBIT A

# CALIBRIT OF

ASSIGNED TRADEMARKS

**RECORDED: 06/11/2007** 

Mark	Jurisdiction Int'l Class	Int'i	Serial No.	Filing Date	Serial No. Filing Date Registration Date	Registration No.
BEECH STREET ACCELERATED PAYMENT PROGRAM	U.S.	36	78/862,865	04/17/2006	02/20/2007	3,211,111
BEECH STREET CORPORATION	U.S.	35	78/600,398	04/01/2005	03/21/2006	3,071,065
BEECH STREET CORPORATION & DESIGN	Ü.S.	35	78/600,253	04/01/2005	03/21/2006	3,071,061
C2C	U.S.	36	78/296,527	09/05/2003	08/17/2004	2,874,997
WHITE SPACE MANAGEMENT	<i>ග</i> ් ට	36	78/793.015	01/17/2006		

Houston 3283810v.1

TRADEMARK REEL: 003558 FRAME: 0770