TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Concentra Inc.		06/25/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citicorp North America, Inc., as Collateral Agent
Street Address:	2 Penns Way, Floor 1
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 23

Property Type	Number	Word Mark
Serial Number:	78407529	APS
Registration Number:	3169455	ACCELERATED PRODUCTIVITY SUITE
Registration Number:	1825604	ADAPT
Registration Number:	2657008	ATN
Registration Number:	1917433	CONCENTRA
Registration Number:	2091581	CONCENTRA
Registration Number:	3012278	CONCENTRA
Registration Number:	3160000	CONCENTRA
Registration Number:	2238734	CONCENTRA HEALTH SERVICES
Registration Number:	2238733	CONCENTRA HEALTH SERVICES
Registration Number:	2238741	CONCENTRA HEALTH SERVICES
Registration Number:	2238735	CONCENTRA HEALTH SERVICES
Registration Number:	2236715	
Registration Number:	2228457	

OP $590.00 78407529

Registration Number:	2413461	CONCENTRA PREFERRED SYSTEMS
Registration Number:	2778854	CONCENTRALINK
Registration Number:	2778258	EM3
Registration Number:	2800851	EM3
Registration Number:	2913414	OCCUCENTERS
Registration Number:	2408856	OCCUSOURCE
Registration Number:	1813186	OCCUSYSTEMS
Registration Number:	3012280	RESULTS POWERED BY CONCENTRA
Registration Number:	3160001	RESULTS POWERED BY CONCENTRA

CORRESPONDENCE DATA

Fax Number: (866)826-5420

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

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	31794
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	07/24/2007

Total Attachments: 7

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨⇨⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):
Concentra Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ Corporation-State DE
- ☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Name: Citicorp North America, Inc., as Collateral Agent
Internal Address:
Street Address: 2 Penns Way, Floor 1
City: New Castle State: DE Zip: 19720

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☑ Corporation-State DE
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☑ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☑ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: June 25, 2007

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
PLEASE SEE ATTACHED

B. Trademark Registration No.(s)
PLEASE SEE ATTACHED

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name:
Internal Address:
Street Address:
City State: Zip:

6. Total number of applications and registrations involved: 23

7. Total fee (37 CFR 3.41).....$

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Greg Serebuoh — Name of Person Signing
Gregory Serebuoh — Signature
7/5/2007 — Date

Total number of pages including cover sheet, attachments, and document: 7

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

SHORT FORM TRADEMARK SECURITY AGREEMENT (the "Agreement"), as of June 25, 2007, among CONCENTRA INC. and CITICORP NORTH AMERICA, INC., as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Concentra Inc., a Delaware corporation (the "Borrower"), the Subsidiaries of the Borrower identified therein and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, Citicorp North America, Inc., as Administrative Agent, and the other agents party thereto. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, each Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, but excluding intent-to-use applications, prior to the filing of any statement of use with respect thereto or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

all goodwill associated with or symbolized by the Trademarks; and

all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CONCENTRA INC.,

by

Name: James M. Greenwood
Title: Chief Executive Officer

[[2713806]]

CITICORP NORTH AMERICA, INC., as
Collateral Agent,

by

Name: David Leland
Title: Vice President

[[2713806]]

Schedule to Trademark Security Agreement

Intellectual Property

Trademark Applications

Registered Owner	Application Number	Filing Date
Concentra Inc.	78407529	4/24/2004

Registered Trademarks

Registered Owner	Registration Number	Registration Date	Jurisdiction
Concentra Inc.	3169455	11/07/2006	USA
Concentra Inc.	1825604	3/08/1994	USA
Concentra Inc.	2657008	12/03/2002	USA
Concentra Inc.	1917433	09/05/1995	USA
Concentra Inc.	2091581	08/26/1997	USA
Concentra Inc.	3012278	11/01/2005	USA
Concentra Inc.	3160000	10/17/2006	USA
Concentra Inc.	2238734	04/13/1999	USA
Concentra Inc.	2238733	04/13/1999	USA
Concentra Inc.	2238741	04/13/1999	USA
Concentra Inc.	2238735	04/13/1999	USA
Concentra Inc.	2236715	04/06/1999	USA
Concentra Inc.	2228457	03/02/1999	USA
Concentra Inc.	2413461	12/19/2000	USA
Concentra Inc.	2778854	11/04/2003	USA
Concentra Inc.	2778258	10/28/2003	USA
Concentra Inc.	2800851	12/30/2003	USA
Concentra Inc.	2913414	12/21/2004	USA
Concentra Inc.	2408856	11/28/2000	USA
Concentra Inc.	1813186	12/21/1993	USA
Concentra Inc.	3012280	11/01/2005	USA
Concentra Inc.	3160001	10/17/2006	USA
Concentra Operating Corporation	855,995	11/20/2003	Canada
Concentra Operating Corporation	594,996	11/18/2003	Canada
Concentra Operating Corporation	594,776	11/14/2003	Canada

Schedule to Trademark Security Agreement

Concentra Operating Corporation	595,251	11/20/2003	Canada
Concentra Operating Corporation	594,843	11/17/2003	Canada