

TRADEMARK ASSIGNMENT

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		04/02/2007	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Coventry Health Care Workers Compensation, Inc.		
Street Address:	160 Greentree Drive		
Internal Address:	Suite 101		
City:	Dover		
State/Country:	DELAWARE		
Postal Code:	19904		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1546700	FOCUS HEALTHCARE MANAGEMENT	
Registration Number:	2134783	METRACOMP	
Registration Number:	2587245		
Registration Number:	2593566	FOCUS HEALTHCARE MANAGEMENT	
Registration Number:	2640054	FIRST SCRIPT X	
CORRESPONDENCE DATA			
Fax Number:	(973)639-8939		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	973.639.8297		
Email:	pmitchell@ebglaw.com		
Correspondent Name:	Philip D. Mitchell		
Address Line 1:	250 Park Avenue		
Address Line 4:	New York, NEW YORK 10177		
ATTORNEY DOCKET NUMBER:	00527-716		

CH \$140.00 1546700

NAME OF SUBMITTER:	Philip D. Mitchell
Signature:	/philipdmitchell/
Date:	01/07/2008
Total Attachments: 4 source=TMAssignment#page1.tif source=TMAssignment#page2.tif source=TMAssignment#page3.tif source=TMAssignment#page4.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into as of April 2, 2007, by and among Concentra Operating Corporation, a Nevada corporation, on behalf of itself and its affiliates ("Assignor"), and Coventry Health Care Workers Compensation, Inc., a Delaware corporation ("Assignee," together with Assignor, the "Parties" and each a "Party").

WHEREAS, Assignor and Assignee are parties to that certain Purchase Agreement, dated as of February 7, 2007 (the "Purchase Agreement"), by and among COC, Concentra CHS, Inc., a Nevada corporation ("CHS"), Concentra NHR, Inc., a Delaware corporation ("NHR") and Concentra CISI, Inc., a Massachusetts corporation ("CISI"); and

WHEREAS, pursuant to the Purchase Agreement, Assignee acquired all rights to certain trademarks listed below (hereinafter referred to as the "Marks"); and

WHEREAS, the Parties desire to enter into this Assignment to effect the purposes contemplated by the Purchase Agreement and for the purposes of assigning the Marks and all goodwill related to or symbolized by such Marks from Assignor to Assignee and recording such assignment with the United States Patent and Trademark Office and any non-U.S. patent and trademark offices.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Assignor hereby sells, transfers, conveys, assigns, and delivers to the Assignee, and the Assignee hereby accepts, all rights, titles, and interests in and to the Marks, throughout the world, all foreign and domestic registrations of the Marks, and any applications to register the Marks, together with the goodwill of the business symbolized by the Marks, including, without limitation, any extensions and renewals of the Marks, any and all causes of action and other rights assertable under the Marks, the right to sue third parties for infringement of or improper activities regarding the Marks, the right to assume any licenses connected with the Marks, and the right to enjoy all of the monetary benefits obtained as a result of any litigation, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

MARK	SERIAL/REGISTRATION NO.
FIRST SCRIPT K & Design	2,640,054
FOCUS HEALTHCARE MANAGEMENT & Design	1,546,700
FOCUS HEALTHCARE MANAGEMENT & Design	2,593,566
METRACOMP	2,134,783

MISCELLANEOUS DESIGN	2,587,245
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2. At any time on or after the date of this Assignment, Assignor agrees to execute and deliver all such further transfers, assignments, conveyances and assurances and take or cause to be taken such actions as may reasonably be requested by the Assignee to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts, documents and specimens relating to the Marks and all legal equivalents as may be known or accessible to Assignor.

3. This Assignment (together with the Purchase Agreement and the other agreements incorporated thereby) constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous agreements and understandings (including term sheets), both written and oral, between the Parties, or either of them, with respect to the subject matter hereof. This Assignment may be amended, modified or supplemented only by a written agreement signed by each of Assignor and Assignee.

IN WITNESS WHEREOF, the Parties have duly caused the execution of this Assignment by their duly authorized representative or officer, as of the day and year first above written to be effective as of the effective date of the Purchase Agreement.

[Remainder Of This Page Is Intentionally Blank]

Assignor: Concentra Operating Corporation

By: 

James M. Greenwood
Executive Vice President

Assignee:

By: _____

Name: _____

Title: _____


SIGNATURE PAGE
TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 003690 FRAME: 0826

Assignor: Concentra Operating Corporation

By: _____
James M Greenwood
Executive Vice President

Assignee: Coventry Health Care Workers
Compensation, Inc.

By:  _____
Andrew L. Asher
Vice President

SIGNATURE PAGE
TRADEMARK ASSIGNMENT