

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SmartComp, L.L.C		03/14/2008	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SmartComp, L.L.C.		
<b>Street Address:</b>	480 Johnson Road		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Washington		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15301		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2753851	UNIVERSAL SMARTCOMP THE SMART WAY TO MANAGE YOUR INJURED WORKERS.	
<b>Serial Number:</b>	77417330	SMARTCOMP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(216)579-0212		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	216 586 7658		
<b>Email:</b>	jwalworth@jonesday.com, pcyngier@jonesday.com		
<b>Correspondent Name:</b>	James W. Walworth, Jr.		
<b>Address Line 1:</b>	901 Lakeside Avenue		
<b>Address Line 2:</b>	JONES DAY		
<b>Address Line 4:</b>	Cleveland, OHIO 44114		
<b>ATTORNEY DOCKET NUMBER:</b>	560255-700002/3 SMARTCOMP		
<b>NAME OF SUBMITTER:</b>	James W. Walworth, Jr.		

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Signature:	/James W. Walworth, Jr./
Date:	04/01/2008
Total Attachments: 5 source=smartcomp#page1.tif source=smartcomp#page2.tif source=smartcomp#page3.tif source=smartcomp#page4.tif source=smartcomp#page5.tif	

**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of March 14, 2008 (the "Effective Date"), is made by and between SmartComp, L.L.C., a Pennsylvania limited liability company ("Assignor"), and SmartComp, L.L.C., a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Transfer Agreement (the "Transfer Agreement"), dated as of March 14, 2008, pursuant to which, among other things, Assignor has agreed to transfer the Transferred Assets to Assignee;

WHEREAS, Assignor owns the registered trademark, UNIVERSAL SMARTCOMP THE SMART WAY TO MANAGE YOUR INJURED WORKERS, identified and set forth on Annex A, the newly pending trademark, SMARTCOMP, identified and set forth on Annex A, certain common law trademarks and the goodwill associated with the foregoing that constitute a portion of the Transferred Assets (collectively, the "Trademarks");

WHEREAS, pursuant to the Transfer Agreement, the Trademarks and their associated goodwill are to be assigned to Assignee; and

WHEREAS, capitalized terms used herein without definition shall have the meanings given to such terms in the Transfer Agreement.

NOW, THEREFORE, for good and valuable consideration (including the premises and covenants set forth in the Transfer Agreement), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee, its successors and assigns all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill associated therewith, and all registrations, applications therefor and renewals and extensions of the foregoing in the United States and for all foreign countries that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademarks, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority in countries foreign to the United States to record Assignee as the assignee and owner of the Trademarks, and issue any and all registrations thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee and its successors, assigns or other legal representatives. Assignor covenants to execute and deliver such additional instruments,

documents, conveyances or assurances and shall take such other actions as may be reasonably requested by Assignee to render effective or implement the transactions contemplated hereby.

The scope, nature and extent of this Assignment is expressly set forth in the Transfer Agreement. Nothing contained herein shall itself change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms or conditions of the Transfer Agreement in any manner whatsoever. In the event of any conflict or other difference between the Transfer Agreement or this Assignment, the provisions of the Transfer Agreement shall control.

This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to the conflicts of law rules thereof.

This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The electronic transmission of any signed original counterpart of this Assignment shall be deemed to be the delivery of an original counterpart of this Assignment.

**[Signature pages follow this page.]**

SMARTCOMP, L.L.C., a Delaware limited liability company

By: Dr. S. PT  
Name: Dr. Shannon Vissman, PT  
Title: Chairman & CEO

STATE OF Pennsylvania )  
  ) SS:  
COUNTY OF Washington )

On this 14<sup>th</sup> day of March, 2008 personally appeared before me Shannon Vissman, known to me to be Chairman & CEO of SmartComp, L.L.C., who acknowledged that he/she signed this instrument as a free act on behalf of SmartComp, L.L.C.

Aileen Frances Smith  
Notary Public:  
My commission expires

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Aileen Frances Smith, Notary Public  
North Strabane Twp., Washington County  
My Commission Expires Aug. 14, 2011  
Member, Pennsylvania Association of Notaries

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

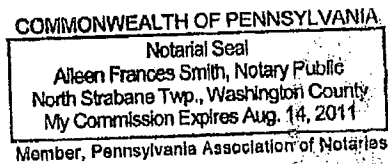
SMARTCOMP, L.L.C., a Pennsylvania limited liability company

By: [Signature], PT  
Name: Dr. Shannon Vissman, PT  
Title: Chairman & CEO

STATE OF Pennsylvania )  
  ) SS:  
COUNTY OF Washington)

On this 14<sup>th</sup> day of March, 2008 personally appeared before me Shannon Vissman, known to me to be Chairman & CEO of SmartComp, L.L.C., who acknowledged that he/she signed this instrument as a free act on behalf of SmartComp, L.L.C.

[Signature]  
Notary Public:  
My commission expires:



ANNEX A

Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date
UNIVERSAL SMARTCOMP THE SMART WAY TO MANAGE YOUR INJURED WORKERS	76255788	05/14/01	2753851	08/19/03
SMARTCOMP	77417330	03/10/08		