

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Concentra Inc.		05/14/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Concentra Operating Corporation
Street Address:	5080 Spectrum Drive
Internal Address:	Suite 1200 West Tower
City:	Addison
State/Country:	TEXAS
Postal Code:	75001-4648
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Serial Number:	77417722	CONCENTRA
Serial Number:	77539397	ACTS 4 LIFE
Serial Number:	77539509	BREATHE 4 LIFE
Serial Number:	77539106	CONCENTRA ACTS 4 LIFE
Serial Number:	77539127	CONCENTRA BREATHE 4 LIFE
Serial Number:	77539138	CONCENTRA CONTROL 4 LIFE
Serial Number:	77539118	CONCENTRA FIT 4 LIFE
Serial Number:	77539139	CONCENTRA RELAX 4 LIFE
Serial Number:	77539513	CONTROL 4 LIFE
Serial Number:	77539401	FIT 4 LIFE
Serial Number:	77539518	RELAX 4 LIFE
Serial Number:	78428579	RESULTS POWERED BY CONCENTRA
Registration Number:	3169455	ACCELERATED PRODUCTIVITY SUITE

CH \$915.00 77417722

Registration Number:	1825604	ADAPT
Registration Number:	3252241	APS
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	
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
Registration Number:	3459215	CONCENTRA HEALTH SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (713)615-5803
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 713-758-1105
Email: sbrown@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

ATTORNEY DOCKET NUMBER:	OCC700
NAME OF SUBMITTER:	W. Scott Brown
Signature:	/wsb/

TRADEMARK

REEL: 003987 FRAME: 0355

Date:

05/14/2009

Total Attachments: 13

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Delaware

090471580

The First State

9271897
 CONCENTRA INC.
 5080 SPECTRUM DR. STE.400
 WEST TOWER
 ADDISON TX 75001-4648
 ATTN: ELEANOR J. THOMPSON

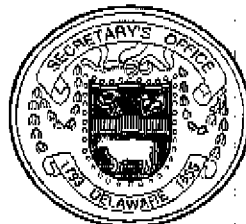
05-14-2009

CONCENTRA MERGERCO INC.
 4686033

Franchise Tax Paid by Agent	100.00
FILING TOTAL	100.00

CONCENTRA OPERATING CORPORATION
 2740970 0251S Merger; Surv; Stock Amend

Merger	75.00
Receiving/Indexing	50.00
Data Entry Fee	5.00
Court Municipality Fee, Wilm.	20.00
Surcharge Assessment-New Castle	6.00
Page Assessment-New Castle Count	117.00
Expedite Fee, Two Hour	500.00
FILING TOTAL	773.00
TOTAL CHARGES	873.00
TOTAL PAYMENTS	873.00
SERVICE REQUEST BALANCE	.00



Jeffrey W. Bullock
 Jeffrey W. Bullock, Secretary of State

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:49 AM 05/14/2009
FILED 10:49 AM 05/14/2009
SRV 090471580 - 4686033 FILE

CERTIFICATE OF MERGER

OF

**CONCENTRA MERGERCO INC.
A Delaware Corporation**

with and into

**CONCENTRA INC.
A Delaware Corporation**

Pursuant to the provisions of Section 251(g) of the General Corporation Law of the State of Delaware, Concentra Inc., a Delaware corporation ("Concentra"), does hereby certify the following for the purpose of merging Concentra MergerCo Inc., a Delaware corporation ("MergerCo"), with and into Concentra:

1. The name and state of incorporation of each of the constituent corporations of the merger are as follows:

<u>Name</u>	<u>State of Incorporation</u>
Concentra	Delaware
MergerCo	Delaware

2. An Agreement and Plan of Merger, a copy of which is attached hereto as Exhibit A, between the constituent corporations (the "Agreement") has been approved, adopted, certified, executed, and acknowledged by each of the constituent corporations in accordance with Section 251(g) of the General Corporation Law of the State of Delaware.

3. Concentra shall be the surviving corporation in the merger and it is to be governed by the laws of the State of Delaware.

4. The executed Agreement is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is Concentra Operating Corporation, 5080 Spectrum Drive, Suite 1200 West Tower, Addison, Texas 75001-4648.

5. The Amended and Restated Certificate of Incorporation of Concentra shall be the certificate of incorporation of the surviving corporation, as amended pursuant to the Agreement as follows:

(a) Article FIRST thereof shall be amended so as to read in its entirety as follows:

"The name of the Corporation is Concentra Operating Corporation."

- (b) Article FOURTH thereof shall be amended so as to read in its entirety as follows:

"The Corporation is authorized to issue one class of stock, to be designated common stock ("Common Stock"). The number of shares of Common Stock authorized to be issued is Ten Thousand (10,000), par value \$0.01 per share."

- (c) A new Article EIGHTH shall be added thereto that shall be and read in its entirety as follows:

"Any act or transaction by or involving the Corporation, other than the election or removal of directors, that requires for its adoption under the General Corporation Law of the State of Delaware or the Corporation's organizational documents the approval of the stockholders of the Corporation shall, pursuant to Section 251(g) of the General Corporation Law of the State of Delaware, require, in addition, the approval of the stockholders of Concentra Holdings Inc., a Delaware corporation, or any successor thereto by merger, by the same vote that is required by the General Corporation Law of the State of Delaware and/or by the Corporation's organizational documents."

6. A copy of the Agreement will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

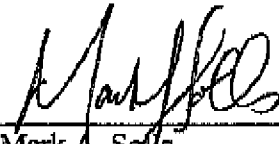
7. The authorized capital stock of MergerCo is one thousand (1,000) shares of common stock, par value \$0.01 per share. The authorized capital stock of Concentra is 100,000,000 shares of common stock, par value \$0.01 per share, 5,000,000 shares of Class A common stock, par value \$0.01 per share, and 20,000,000 shares of preferred stock, par value \$0.01 per share.

8. The merger shall be effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

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IN WITNESS WHEREOF, the undersigned has executed this Certificate of Merger as of May 14, 2009.

CONCENTRA INC.
(a Delaware corporation)

By: 

Mark A. Soles
Executive Vice President

EXHIBIT A

Agreement and Plan of Merger

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of May 14, 2009, pursuant to Section 251(g) of the Delaware General Corporation Law (the "DGCL") is made and entered into by and among Concentra Inc., a Delaware corporation ("Concentra"), Concentra MergerCo Inc., a Delaware corporation ("MergerCo"), and Concentra Holdings Inc., a Delaware corporation that holds all of the outstanding capital stock of MergerCo ("HoldCo").

RECITALS

WHEREAS, as of the date hereof, the authorized capital stock of Concentra consists of (i) 100,000,000 shares of common stock, par value \$0.01 per share ("Concentra Common Stock"), of which 39,271,068 shares are issued and outstanding, (ii) 5,000,000 shares of Class A common stock, par value \$0.01 per share ("Concentra Class A Common Stock"), of which 2,104,683 shares are issued and outstanding, and (iii) 20,000,000 shares of preferred stock, par value \$0.01 per share ("Concentra Preferred Stock"), of which no shares are issued and outstanding; and

WHEREAS, as of the date hereof, the authorized capital stock of HoldCo consists of (i) 100,000,000 shares of common stock, par value \$0.01 per share ("HoldCo Common Stock"), of which 1,000 shares are issued and outstanding, (ii) 5,000,000 shares of Class A common stock, par value \$0.01 per share ("HoldCo Class A Common Stock"), of which no shares are issued and outstanding, and (iii) 20,000,000 shares of preferred stock, par value \$0.01 per share ("HoldCo Preferred Stock"), of which no shares are issued and outstanding; and

WHEREAS, as of the date hereof, the authorized capital stock of MergerCo consists of 1,000 shares of common stock, par value \$0.01 per share ("MergerCo Common Stock"), of which 1,000 shares are issued and outstanding; and

WHEREAS, the designations, rights, powers, and preferences, and the qualifications, limitations, and restrictions thereof, of the HoldCo Common Stock, HoldCo Class A Common Stock and HoldCo Preferred Stock are the same as those of the Concentra Common Stock, Concentra Class A Common Stock and Concentra Preferred Stock, respectively;

WHEREAS, the Certificate of Incorporation and bylaws of HoldCo immediately after the Effective Time (as hereinafter defined) will contain provisions identical to the Amended and Restated Certificate of Incorporation, as amended, and Amended and Restated Bylaws of Concentra immediately before the Effective Time (other than with respect to matters excepted by Section 251(g) of the DGCL); and

WHEREAS, the directors of Concentra immediately prior to the Merger (as hereinafter defined) will be the directors of HoldCo as of the Effective Time; and

WHEREAS, HoldCo and MergerCo are newly formed corporations organized for the purpose of participating in the transactions herein contemplated; and

WHEREAS, Concentra desires to create a new holding company structure by merging MergerCo with and into Concentra with Concentra being the surviving corporation, and converting each issued and outstanding share of Concentra Common Stock into one share of HoldCo Common Stock and each issued and outstanding share of Concentra Class A Common Stock into one share of HoldCo Class A Common Stock, all in accordance with the terms of this Agreement; and

WHEREAS, the Boards of Directors of HoldCo, MergerCo, and Concentra have approved this Agreement and the merger of MergerCo with and into Concentra upon the terms and subject to the conditions set forth in this Agreement (the "Merger"); and

WHEREAS, the stockholders of Concentra will not recognize gain or loss for U.S. federal income tax purposes with respect to the Merger; and

WHEREAS, pursuant to authority granted by the Board of Directors of Concentra, Concentra will, immediately prior to the Effective Time, contribute to the capital of HoldCo any shares of Concentra Common Stock or Concentra Class A Common Stock then held by Concentra in its treasury;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements contained in this Agreement, and intending to be legally bound hereby, Concentra, HoldCo, and MergerCo hereby agree as follows:

ARTICLE 1 THE MERGER

Section 1.1 The Merger. In accordance with Section 251(g) of the DGCL and subject to and upon the terms and conditions of this Agreement, MergerCo shall, at the Effective Time, be merged with and into Concentra, the separate corporate existence of MergerCo shall cease, and Concentra shall continue as the surviving corporation. Concentra as the surviving corporation after the Merger is hereinafter sometimes referred to as the "Surviving Corporation." At the Effective Time, the effect of the Merger shall be as provided in Section 259 of the DGCL.

Section 1.2 Effective Time. The Merger shall become effective upon the filing of a Certificate of Merger with the Secretary of State of the State of Delaware, or at such later date specified in such Certificate of Merger (such time being referred to herein as the "Effective Time").

Section 1.3 Amended and Restated Certificate of Incorporation of the Surviving Corporation. From and after the Effective Time, the Amended and Restated Certificate of Incorporation of Concentra, as in effect immediately prior to the Effective Time, shall be further amended as set forth below and as so amended shall thereafter continue in full force and effect as the certificate of incorporation of the Surviving Corporation until thereafter amended as provided by law.

(a) Paragraph 1 thereof shall be amended to change the name of the Surviving Corporation to "Concentra Operating Corporation" and shall read in its entirety as follows:

"The name of the Corporation is Concentra Operating Corporation."

(b) Article FOURTH thereof shall be amended so as to read in its entirety as follows:

"The Corporation is authorized to issue one class of stock, to be designated common stock ("Common Stock"). The number of shares of Common Stock authorized to be issued is Ten Thousand (10,000), par value \$0.01 per share."

(c) A new Article EIGHTH shall be added thereto which shall be and read in its entirety as follows:

"Any act or transaction by or involving the Corporation, other than the election or removal of directors, that requires for its adoption under the General Corporation Law of the State of Delaware or the Corporation's organizational documents the approval of the stockholders of the Corporation shall, pursuant to Section 251(g) of the General Corporation Law of the State of Delaware, require, in addition, the approval of the stockholders of Concentra Holdings Inc., a Delaware corporation, or any successor thereto by merger, by the same vote that is required by the General Corporation Law of the State of Delaware and/or by the Corporation's organizational documents."

Section 1.4 Amended and Restated Bylaws. From and after the Effective Time, the Amended and Restated By-laws of Concentra, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

Section 1.5 Directors. The directors of Concentra immediately prior to the Effective Time shall be the initial directors of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Amended and Restated Certificate of Incorporation, as amended, and Amended and Restated By-laws of the Surviving Corporation or as otherwise provided by law.

Section 1.6 Officers. The officers of Concentra immediately prior to the Effective Time shall be the initial officers of the Surviving Corporation and will hold office from the Effective Time until their successors are duly elected or appointed and qualified in the manner provided in the Amended and Restated Certificate of Incorporation, as amended, and the Amended and Restated By-laws of the Surviving Corporation or as otherwise provided by law.

Section 1.7 Additional Actions. Subject to the terms of this Agreement, the parties hereto shall take all such reasonable and lawful action as may be necessary or appropriate in order to effectuate the Merger and to comply with the requirements of Section 251(g) of the DGCL. If at any time after the Effective Time, the Surviving Corporation shall consider or be advised that any deeds, bills of sale, assignments, assurances or any other actions or things are necessary or desirable to vest, perfect or confirm, of record in the Surviving Corporation its right, title, or interest in, to or under any of the rights, properties or assets of either of MergerCo or Concentra acquired or to be acquired by the Surviving Corporation as a result of, or in connection with, the

Merger or otherwise to carry out this Agreement, the officers and directors of the Surviving Corporation shall be authorized to execute and deliver, in the name and on behalf of each of MergerCo and Concentra, all such deeds, bills of sale, assignments and assurances and to take and do, in the name and on behalf of each of MergerCo and Concentra or otherwise, all such other actions and things as may be necessary or desirable to vest, perfect or confirm any and all right, title and interest in, to and under such rights, properties or assets in the Surviving Corporation or otherwise to carry out this Agreement.

Section 1.8 Conversion of Securities. At the Effective Time, by virtue of the Merger and without any action on the part of HoldCo, MergerCo, Concentra or the holder of any of the following securities:

(a) Each share of Concentra Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent the right to receive one duly issued, fully paid and nonassessable share of HoldCo Common Stock with its rights being preserved, unimpaired, unchanged and unaffected by such conversion in the Merger.

(b) Each share of Concentra Class A Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent the right to receive one duly issued, fully paid and nonassessable share of HoldCo Class A Common Stock with its rights being preserved, unimpaired, unchanged and unaffected by such conversion in the Merger.

(c) Each warrant to purchase shares of Concentra Common Stock issued and outstanding immediately prior to the Effective Time (each a "Concentra Warrant") shall be converted into and thereafter represent one warrant to purchase the same number of shares of HoldCo Common Stock, on the same terms and conditions, and at the same exercise price per share, as those contained in the Concentra Warrant.

(d) Each share of MergerCo Common Stock issued and outstanding immediately prior to the Effective Time shall be converted into and thereafter represent one duly issued, fully paid and nonassessable share of common stock, par value \$0.01 per share, of the Surviving Corporation.

(e) Each share of HoldCo Common Stock issued and outstanding immediately prior to the Effective Time shall automatically be canceled and retired and cease to exist.

(f) From and after the Effective Time, holders of certificates formerly evidencing Concentra Common Stock or Concentra Class A Common Stock shall cease to have any rights as stockholders of Concentra, except as provided by law; provided, however, that such holders shall have the rights set forth in Section 1.9 herein.

Section 1.9 No Surrender of Certificates; Stock Transfer Books. At the Effective Time, the designations, rights, powers and preferences, and qualifications, limitations and restrictions thereof, of the capital stock of HoldCo will, in each case, be identical with those of Concentra immediately prior to the Effective Time. Accordingly, until thereafter surrendered for transfer or

exchange in the ordinary course, each outstanding certificate that, immediately prior to the Effective Time, evidenced Concentra Common Stock or Concentra Class A Common Stock shall, from the Effective Time, be deemed and treated for all corporate purposes to evidence the ownership of the same number of shares of HoldCo Common Stock or HoldCo Class A Common Stock, as applicable.

Section 1.10 Legends. From and after the Effective Time, the legends to be contained on the stock certificates of HoldCo will be identical (other than references to the entity name) with those contained on the stock certificates of Concentra immediately prior to the Effective Time.

Section 1.11 Stockholder Approval. HoldCo, in its capacity as the sole stockholder of MergerCo, by its execution hereof, approves and adopts this Agreement and the transactions contemplated hereby.

ARTICLE II ACTIONS TO BE TAKEN IN CONNECTION WITH THE MERGER

Section 2.1 Amendment of Plans. HoldCo and Concentra hereby agree that they will, at the Effective Time, execute, acknowledge and deliver an amendment pursuant to which Concentra and HoldCo will clarify that, from and after the Effective Time, HoldCo will perform all obligations of Concentra pursuant to the Concentra Inc. 2007 Long Term Incentive Plan and the 1999 Stock Option and Restricted Stock Purchase Plan (collectively, the "Plans"), each stock option agreement and restricted stock unit award agreement entered into pursuant thereto, and each outstanding stock option and restricted stock unit granted thereunder. Concentra and HoldCo will notify the holders of stock options and restricted stock units of the amendment in accordance with the Plans. As of the Effective Time, (a) each option to purchase shares of Concentra Common Stock which has been granted and is then outstanding and unexercised under any Plans (each a "Concentra Option") shall be converted into an option to purchase the same number of shares of HoldCo Common Stock at the same exercise price per share, for the same period and subject to the same terms and conditions applicable to the relevant Concentra Option and (b) each restricted stock unit which has been granted and is then outstanding and unvested under the Plans (each a "Concentra RSU") shall be converted into a restricted stock unit of HoldCo to represent the same number of shares of HoldCo Common Stock subject to the same terms and conditions applicable to the relevant Concentra RSU.

Section 2.2 Stockholders Agreements. HoldCo hereby agrees that it will, from and after the Effective Time, perform all obligations of Concentra pursuant to (a) the Stockholders Agreement dated August 17, 1999 by and among Concentra and certain stockholders parties thereto and (b) the Stockholders Agreement dated November 20, 2001 by and among Concentra and certain stockholders parties thereto.

Section 2.3 Reservation of Shares. On or prior to the Effective Time, HoldCo will reserve a sufficient number of authorized but unissued shares of HoldCo Common Stock to provide for the issuance of HoldCo Common Stock upon exercise of options and other rights outstanding and the vesting of restricted stock units under the Plans.

ARTICLE III CONDITION OF MERGER

Section 3.1 **Condition Precedent.** The obligations of the parties to this Agreement to consummate the Merger and the transactions contemplated by this Agreement shall be subject to fulfillment or waiver by the parties hereto at or prior to the Effective Time of the following condition:

(a) No order, statute, rule, regulation, executive order, injunction, stay, decree, judgment, or restraining order that is in effect shall have been enacted, entered, promulgated or enforced by any court or governmental or regulatory authority or instrumentality that prohibits or makes illegal the consummation of the Merger or the transactions contemplated hereby.

ARTICLE IV COVENANTS

Section 4.1 **Election of Directors.** Immediately prior to the Effective Time, Concentra, in its capacity as the sole stockholder of HoldCo, will, if necessary, remove each of the then directors of HoldCo, cause the board of directors of HoldCo to effect such amendments to the bylaws of HoldCo as are necessary to increase the number of directors of HoldCo to equal the number of directors of Concentra immediately prior to the Effective Time, and elect each person who is then a member of the board of directors of Concentra as a director of HoldCo, each of whom shall serve until the next annual meeting of stockholders of HoldCo and until his successor shall have been elected and qualified.

Section 4.2 **Contribution of Treasury Stock.** Immediately prior to the Effective Time, Concentra will contribute to the capital of HoldCo any shares of Concentra Common Stock or Concentra Class A Common Stock then held in the treasury of Concentra.

ARTICLE V TERMINATION AND AMENDMENT

Section 5.1 **Termination.** This Agreement may be terminated and the Merger contemplated hereby may be abandoned at any time prior to the Effective Time by action of the Board of Directors of Concentra, the Board of Directors of HoldCo, or the Board of Directors of MergerCo if any of such Boards of Directors should determine that for any reason the completion of the transactions provided for herein would be inadvisable or not in the best interest of such corporation or its stockholders. In the event of such termination and abandonment, this Agreement shall become void and neither Concentra, MergerCo or HoldCo, nor their respective stockholders, directors or officers, shall have any liability with respect to such termination and abandonment.

Section 5.2 **Amendment.** At any time prior to the Effective Time, this Agreement may, to the extent permitted by the DGCL, be supplemented, amended or modified by the mutual consent of the Boards of Directors of the parties to this Agreement.

**ARTICLE VI
MISCELLANEOUS**

Section 6.1 Governing Law. This Agreement shall be governed by and construed and enforced under the laws of the State of Delaware.

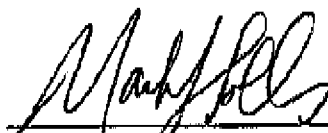
Section 6.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which shall constitute one and the same agreement.

Section 6.3 Entire Agreement. This Agreement, including the documents and instruments referred to herein, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

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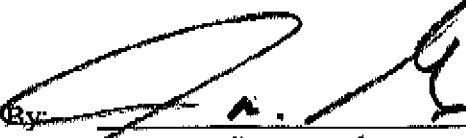
IN WITNESS WHEREOF, Concentra, MergerCo, and HoldCo have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

CONCENTRA INC.

By: 

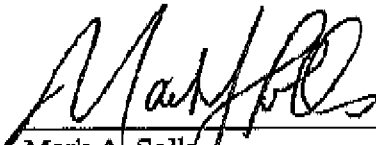
Mark A. Solls
Executive Vice President

CONCENTRA MERGERCO INC.

By: 

James M. Greenwood
President

CONCENTRA HOLDINGS INC.

By: 

Mark A. Solls
Executive Vice President