

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITICORP NORTH AMERICA, INC.		06/25/2007	CORPORATION: DELAWARE
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		
Name:	PPONEXT, INC.		
Street Address:	535 East Diehl Rd		
City:	Naperville		
State/Country:	ILLINOIS		
Postal Code:	60563		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2689118	PPONEXT	
Registration Number:	3477608	VIANT	
Registration Number:	3548048	VIANT HEALTH PAYMENT SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	714-540-1235		
Email:	ipdocket@lw.com		

OP \$90.00 2689118

900170153

**TRADEMARK
 REEL: 004266 FRAME: 0527**

Correspondent Name: Latham & Watkins LLP
Address Line 1: 650 Town Center Drive, Suite 2000
Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER: 042754-0012

NAME OF SUBMITTER: Anna T Kwan

Signature: /Anna T Kwan/

Date: 08/24/2010

Total Attachments: 6
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CITICORP NORTH AMERICA, INC.
390 GREENWICH STREET
NEW YORK, NEW YORK 10013

June 25, 2007

Concentra Inc.
5080 Spectrum Drive
Suite 400 W
Addison, Texas 75001

Attn:
Chief Financial Officer

Re: Pay-Off Letter

Ladies and Gentlemen:

Reference is made to the Bridge Loan Agreement, dated as of June 25, 2002, among CONCENTRA INC., as the borrower (the "*Borrower*"), CITICORP NORTH AMERICA, INC., as Administrative Agent (the "*Administrative Agent*"), and the Lenders party thereto from time to time (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Capitalized terms used herein and not otherwise defined have the meanings assigned to such terms in the Credit Agreement.

On the date hereof, the Obligations (other than contingent reimbursement, indemnity and other similar obligations which are stated to survive the termination of the Credit Agreement) consist of (i) the principal of and interest on the Bridge Loan outstanding as of June 25, 2007 and (ii) all accrued fees and expenses (including the fees and disbursements of counsel to the Administrative Agent) as of June 25, 2007, each as specified on *Schedule A* (collectively, the "*Pay-Off Obligations*"). The Borrower desires to terminate its outstanding obligations under the Credit Agreement and the other Loan Documents, terminate the obligations of the Guarantors under the Loan Documents and obtain the release of the Liens, if any, granted to the Administrative Agent pursuant to any of the Loan Documents. Based on the terms and subject to the conditions contained herein, including that this letter agreement shall have become effective as provided herein, the Administrative Agent agrees to the termination of the obligations and the release of such Liens.

1. Payment to Administrative Agent. On the date hereof, the Borrower shall pay to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, in same day funds, the full amount of the Pay-Off Obligations to the following account:

CITICORP NORTH AMERICA, INC.
ABA:
Account #:
Account Name:
Reference: Concentra Inc.
Attention:

2. Termination Release of Guaranties. The Administrative Agent agrees that, immediately upon the effectiveness of this letter agreement in accordance with *paragraph 5* below, (i) without further action required by any party, all Obligations (other than contingent reimbursement,

indemnity and other similar obligations which are stated to survive the termination of the Credit Agreement) shall be deemed paid and satisfied in full, and of no further force or effect and (ii) without further action required by any party, all Guaranties, security interests and Liens held by or for the benefit of the Administrative Agent and the Lenders under the Loan Documents shall be terminated and released.

3. Further Assurances. The Administrative Agent agrees that at any time and from time to time following the effectiveness of this letter agreement in accordance with *paragraph 5* below, it will promptly execute and deliver to the Borrower all terminations and other instruments reasonably requested by the Borrower in order to release any and all interests the Administrative Agent or any Lender may have in the assets of the Guarantors pursuant to any of the Loan Documents; *provided* that such terminations and instruments are prepared and filed at the Borrower's expense. The Administrative Agent hereby authorizes the Borrower from time to time following the effectiveness of this letter agreement in accordance with *paragraph 5* below to file termination statements and other instruments in order to evidence the release granted hereby.

4. Release. Each of the Borrower and each Guarantor hereby irrevocably, unconditionally and generally releases the Administrative Agent, the Lenders (in their capacity as lenders under the Loan Documents), and their respective officers, directors, shareholders, affiliates, agents, attorneys, employees, successors and assigns (collectively, the "*Released Lender Parties*") from or in connection with any and all actions, suits, debts, controversies, agreements, promises, damages, judgments, executions, or any liability, claims or demands, known or unknown and of any nature whatsoever which the Borrower or any Guarantor ever had, now has or hereafter can, shall or may have, against any or all of the Released Lender Parties to the date of this letter agreement arising directly or indirectly under, pursuant to, or out of, the Loan Documents.

5. Effectiveness. This letter agreement shall be effective upon (i) each of the Borrower's and each Guarantor's written agreement to the terms and conditions hereof by signing in the appropriate space indicated below and (ii) receipt by the Administrative Agent on the date hereof of payment in full, in same day funds, of all Pay-Off Obligations.


6. WAIVER OF JURY TRIAL. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS LETTER AGREEMENT AND ANY DOCUMENT EXECUTED IN CONNECTION HEREWITH.

7. Governing Law. This letter agreement and the rights and obligations of the parties hereto and thereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature page follows]

Very truly yours,

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: 
Name: *Kyan J. Davis*
Title: *Vice President*

Acknowledged and Agreed
to this 25th day of June, 2007:

Borrower:

CONCENTRA INC.

By: _____
Name:
Title:

Guarantors:

WELSH, CARSON, ANDERSON & STOWE VIII, L.P.

By: WCAS VIII Associates LLC,
its General Partner

By: _____
Name:
Title:

WCAS CAPITAL PARTNERS III, L.P.
By: WCAS CP III ASSOCIATES L.L.C.,
its General Partner

By: _____
Name:
Title:

[SIGNATURE PAGE TO PAY-OFF LETTER]

Very truly yours,

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: _____
Name:
Title:

Acknowledged and Agreed
to this 25th day of June, 2007:

Borrower:

CONCENTRA INC.

By: _____
Name:
Title:

Guarantors:

WELSH, CARSON, ANDERSON & STOWE VIII, L.P.

By: WCAS VIII Associates LLC,
its General Partner

By: _____
Name:
Title:

WCAS CAPITAL PARTNERS III, L.P.
By: WCAS CP III ASSOCIATES L.L.C.,
its General Partner

By: _____
Name:
Title:

[SIGNATURE PAGE TO PAY-OFF LETTER]

TRADEMARK
REEL: 004266 FRAME: 0532

Very truly yours,

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: _____
Name:
Title:

Acknowledged and Agreed
to this 25th day of June, 2007:

Borrower:

CONCENTRA INC.

By: _____
Name:
Title:

Guarantors:

WELSH, CARSON, ANDERSON & STOWE VIII, L.P.

By: WCAS VIII Associates LLC,
its General Partner

By: _____
Name: JONATHAN RUSCH
Title: Managing Member

WCAS CAPITAL PARTNERS III, L.P.
By: WCAS CP III ASSOCIATES L.L.C.,
its General Partner

By: _____
Name: JONATHAN RUSCH
Title: Managing Member

[SIGNATURE PAGE TO PAY-OFF LETTER]

Schedule A
Pay-Off Obligations

OBLIGATION:	AMOUNT:
Principal:	
Interest and Fees:	
LIBOR Breakage:	
Other Expenses:	
Total:	

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