

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM343170

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Concentra Inc.		06/01/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	Doc Workflow Management, 10 S Dearborn, L2 Floor, IL 1-1145		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3265073	UTC URGENT TREATMENT CLINICS	
<b>Registration Number:</b>	4455164	WHAT A BREATH OF FRESH CARE	
<b>Registration Number:</b>	4452384	MEDICAL REVIEW STREAM	
<b>Registration Number:</b>	3863387	CONCENTRA URGENT CARE	
<b>Registration Number:</b>	3863386	CONCENTRA URGENT CARE	
<b>Registration Number:</b>	3774515	CONCENTRA TREATED RIGHT	
<b>Registration Number:</b>	3684209	RELAX 4 LIFE	
<b>Registration Number:</b>	3684208	BREATHE 4 LIFE	
<b>Registration Number:</b>	3684207	CONCENTRA CONTROL 4 LIFE	
<b>Registration Number:</b>	3573803	CONCENTRA	
<b>Registration Number:</b>	2657008	ATN	
<b>Registration Number:</b>	2408856	OCCUSOURCE	
<b>Registration Number:</b>	2236715		
<b>Registration Number:</b>	2238733	CONCENTRA HEALTH SERVICES	
<b>Registration Number:</b>	2091581	CONCENTRA	
<b>Registration Number:</b>	4511743	LOOK FOR THE ORANGE CROSS	
<b>Registration Number:</b>	4266974	CONCENTRA PRIMARY CARE	
<b>Registration Number:</b>	4179370	CONCENTRA PRIMARY CARE	
<b>Registration Number:</b>	1825604	ADAPT	

OP \$540.00 3265073

Property Type	Number	Word Mark
Registration Number:	4548407	MYDOCDIRECT
Registration Number:	4375616	

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters/
<b>DATE SIGNED:</b>	06/02/2015

**Total Attachments: 7**

- source=9. Concentra - First Lien Trademark Security Agreement [Executed]2#page1.tif
- source=9. Concentra - First Lien Trademark Security Agreement [Executed]2#page2.tif
- source=9. Concentra - First Lien Trademark Security Agreement [Executed]2#page3.tif
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- source=9. Concentra - First Lien Trademark Security Agreement [Executed]2#page7.tif

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Concentra Inc.

- Individual(s)                       Association  
 Partnership                         Limited Partnership  
 Corporation- State: DE  
 Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) June 1, 2015

- Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other First Lien Security Agreement

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: Doc Workflow Management,  
10 S Dearborn, L2 Floor, IL1-1145

City: Chicago

State: Illinois

Country: USA    Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_  
 Association Citizenship USA  
 Partnership Citizenship \_\_\_\_\_  
 Limited Partnership Citizenship \_\_\_\_\_  
 Corporation Citizenship \_\_\_\_\_  
 Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)                      Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY    Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

22

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$** \_\_\_\_\_

- Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

June 1, 2015

Date

Elaine Carrera

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2015, by and among Concentra Inc., a Delaware corporation (the "Grantor") and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent (the "Collateral Agent").

Reference is made to the First Lien Guarantee and Collateral Agreement dated as of June 1, 2015 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors (as defined therein), the Lenders party thereto and the Collateral Agent. The Lenders have agreed to extend credit to MJ Acquisition Corporation, a Delaware corporation (the "Initial Borrower") and Concentra Inc., a Delaware corporation (the "Borrower") subject to the terms and conditions set forth in the Second Lien Credit Agreement dated as of June 1, 2015 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and 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.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the 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, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) 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 or any similar offices in any State of the United States or any other country or any political subdivision thereof (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation with respect to any of the Trademarks, with the right, but not the obligation, to sue for and collect or otherwise recover, such damages; and

(d) all proceeds, income, royalties and other payments now or hereafter due and payable to Grantor with respect to 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. The Grantors hereby acknowledge and affirm 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.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[signature page follows]

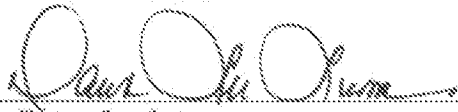
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CONCENTRA INC.

By: 

Name: Martin F. Jackson  
Title: Vice President

JPMORGAN CHASE BANK, N.A., AS  
COLLATERAL AGENT,

By: 

Name: Dawn Lee Lum






Title: Executive Director

[Project Silver -- First Lien Trademark Security Agreement]




**TRADEMARK**  
**REEL: 005537 FRAME: 0841**

Schedule I

TRADEMARK/TRADE NAMES OWNED BY GRANTOR

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
	United States	78971511 9/11/2006	3265073 7/17/2007	Registered	Concentra Inc.
WHAT A BREATH OF FRESH CARE	United States	86020974 07/26/2013	4455164 12/24/2013	Registered	Concentra Inc.
MEDICAL REVIEW STREAM	United States	85750418 10/10/12	4452384 12/17/2013	Registered	Concentra Inc.
	United States	77949798 3/3/2010	3863387 10/19/2010	Registered	Concentra Inc.
	United States	77949794 3/3/2010	3863386 10/19/2010	Registered	Concentra Inc.
	United States	77812476 8/25/2009	3774515 4/13/2010	Registered	Concentra Inc.
RELAX 4 LIFE	United States	77539518 8/05/2008	3684209 9/15/2009	Registered	Concentra Inc.
BREATHE 4 LIFE	United States	77539509 8/05/2008	3684208 9/15/2009	Registered	Concentra Inc.
CONCENTRA CONTROL 4 LIFE	United States	77539138 8/05/2008	3684207 9/15/2009	Registered	Concentra Inc.
	United States	77417722 3/10/2008	3573803 2/10/2009	Registered	Concentra Inc.
ATN	United States	76105926 8/8/2000	2657008 12/3/2002	Registered	Concentra Inc.
OCCUSOURCE	United States	75903579 1/26/2000	2408856 11/28/2000	Registered	Concentra Inc.
	United States	75432736 2/11/1998	2236715 4/6/1999	Registered	Concentra Inc.



Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
CONCENTRA HEALTH SERVICES	United States	75432206 2/11/1998	2238733 4/13/1999	Registered	Concentra Inc.
CONCENTRA	United States	74511984 4/13/1994	2091581 8/26/1997	Registered	Concentra Inc.
LOOK FOR THE ORANGE CROSS	United States	85769174 11/01/12	4511743 4/8/2014	Registered	Concentra Inc.
	United States	85490519 12/08/2011	4266974 1/1/2013	Registered	Concentra Inc.
CONCENTRA PRIMARY CARE	United States	85490344 12/08/2011	4179370 7/24/2012	Registered	Concentra Inc.
ADAPT	United States	74350672 01/19/1993	1825604 3/8/1994	Registered	Concentra Inc.
	United States	77812476 08/25/2009	3774515 4/13/2010	Registered	Concentra Inc.
MYDOCDIRECT	United States	85742555 10/01/2012	4548407 6/10/2014	Registered	Concentra Inc.
	United States	85794149 12/4/2012	4375616 7/30/2013	Registered	Concentra Inc.