

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM343357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Concentra Inc.		06/01/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG New York Branch. as Collateral Agent		
Street Address:	60 Wall Street, 2nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3265073	UTC URGENT TREATMENT CLINICS	
Registration Number:	4455164	WHAT A BREATH OF FRESH CARE	
Registration Number:	4452384	MEDICAL REVIEW STREAM	
Registration Number:	3863387	CONCENTRA URGENT CARE	
Registration Number:	3863386	CONCENTRA URGENT CARE	
Registration Number:	3684209	RELAX 4 LIFE	
Registration Number:	3684208	BREATHE 4 LIFE	
Registration Number:	3684207	CONCENTRA CONTROL 4 LIFE	
Registration Number:	3573803	CONCENTRA	
Registration Number:	2657008	ATN	
Registration Number:	2408856	OCCUSOURCE	
Registration Number:	2236715		
Registration Number:	2238733	CONCENTRA HEALTH SERVICES	
Registration Number:	2091581	CONCENTRA	
Registration Number:	4511743	LOOK FOR THE ORANGE CROSS	
Registration Number:	4266974	CONCENTRA PRIMARY CARE	
Registration Number:	4179370	CONCENTRA PRIMARY CARE	
Registration Number:	1825604	ADAPT	
Registration Number:	3774515	CONCENTRA TREATED RIGHT	

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

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters/
DATE SIGNED:	06/03/2015

Total Attachments: 7

- source=18 Concentra - Second Lien Trademark Security Agreement Executed#page1.tif
- source=18 Concentra - Second Lien Trademark Security Agreement Executed#page2.tif
- source=18 Concentra - Second Lien Trademark Security Agreement Executed#page3.tif
- source=18 Concentra - Second Lien Trademark Security Agreement Executed#page4.tif
- source=18 Concentra - Second Lien Trademark Security Agreement Executed#page5.tif
- source=18 Concentra - Second Lien Trademark Security Agreement Executed#page6.tif
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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)
- 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
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Deutsche Bank AG New York Branch, as Collateral Agent

Street Address: 60 Wall Street, 2nd Floor

City: New York

State: NY

Country: USA Zip: 10005

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

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

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of June 1, 2015, by and among Concentra Inc., a Delaware corporation (the "Grantor") and Deutsche Bank AG New York Branch, in its capacity as Collateral Agent (the "Collateral Agent").

Reference is made to the Second 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. Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Priority Secured Parties (as defined in the Intercreditor Agreement), including liens and security interests granted to First Lien Collateral Agent (as defined in the Intercreditor Agreement) in connection with the First Lien Credit Agreement (as defined in the Intercreditor Agreement) and (ii) the exercise of any right or remedy by the Collateral Agent or any other Secured Party hereunder is subject to the limitations and provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 5. 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 6. 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 7. 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

[Project Silver – Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 005544 FRAME: 0022

DEUTSCHE BANK AG NEW YORK BRANCH,
AS COLLATERAL AGENT

By: 

Name: Michael Winters
Title: Vice President




By: 

Name: Kirk L. Tashjian
Title: Director

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.