

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465160

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Concentramark, Inc.		02/01/2018	Corporation: DELAWARE
U.S. HealthWorks, Inc.		02/01/2018	Corporation: DELAWARE
USHW of Texas, Inc.		02/01/2018	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association, as Collateral Agent
Street Address:	1700 Lincoln St., 3rd Fl., MAC C7300-033
City:	Denver
State/Country:	COLORADO
Postal Code:	80203
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Serial Number:	75432736	
Serial Number:	85794149	
Serial Number:	74350672	ADAPT
Serial Number:	76105926	ATN
Serial Number:	77539509	BREATHE 4 LIFE
Serial Number:	74511984	CONCENTRA
Serial Number:	77417722	CONCENTRA
Serial Number:	75432206	CONCENTRA HEALTH SERVICES
Serial Number:	85490519	CONCENTRA PRIMARY CARE
Serial Number:	85490344	CONCENTRA PRIMARY CARE
Serial Number:	87320146	CONCENTRA TELEMED
Serial Number:	77812476	CONCENTRA TREATED RIGHT
Serial Number:	77949798	CONCENTRA URGENT CARE
Serial Number:	77949794	CONCENTRA URGENT CARE
Serial Number:	85769174	LOOK FOR THE ORANGE CROSS
Serial Number:	85750418	MEDICAL REVIEW STREAM
Serial Number:	85742555	MYDOCDIRECT

OP \$565.00 75432736

Property Type	Number	Word Mark
Serial Number:	75903579	OCCUSOURCE
Serial Number:	78971511	UTC URGENT TREATMENT CLINICS
Serial Number:	86020974	WHAT A BREATH OF FRESH CARE
Registration Number:	3336550	THE RIGHT CARE, RIGHT AWAY
Registration Number:	3457976	U.S. HEALTHWORKS

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: nancy.wiford@wolterskluwer.com

Correspondent Name: Nancy Wiford

Address Line 1: 4400 Easton Commons, Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	03/12/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of February 1, 2018, by and among CONCENTRAMARK, INC., a Delaware corporation, U.S. HealthWorks, Inc., a Delaware corporation and USHW of Texas, Inc., as Texas corporation (the "Grantors") and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the "Collateral Agent").

Reference is made to the Second Lien Guarantee and Collateral Agreement dated as of February 1, 2018 (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 Concentra Inc., a Delaware corporation (the "Borrower") subject to the terms and conditions set forth in the Second Lien Credit Agreement dated as of February 1, 2018 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). Each 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, each 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 such Grantor or in which such 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 USPTO 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 each 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.

ConcentraMark, Inc.

By: 

Name: Martin F. Jackson

Title: Vice President

U.S. HealthWoods, Inc.

USHW of Texas, Inc.

By: 

Name: Martin F. Jackson

Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006289 FRAME: 0290

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Collateral Agent



By: 
Name: Christine Gardiner
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006289 FRAME: 0291

Schedule I

TRADEMARK/TRADE NAMES OWNED BY GRANTORS

<u>Mark</u>	<u>Serial No./Reg. No.</u>	<u>Filing Date/Reg. Date</u>	<u>Current Owner of Record</u>
 [Misc Concentra Design]	75432736/ 2236715	02/11/1998 04/06/1999	CONCENTRAMARK, INC.
 [Concentra Orange Cross]	85794149/ 4375616	12/04/2012 07/30/2013	CONCENTRAMARK, INC.
ADAPT	74350672/ 1825604	01/19/1993 03/08/1994	CONCENTRAMARK, INC.
ATN	76105926/ 2657008	08/08/2000 12/03/2002	CONCENTRAMARK, INC.
BREATHE 4 LIFE	77539509/ 3684208	08/05/2008 9/15/2009	CONCENTRAMARK, INC.
CONCENTRA	74511984/ 2091581	04/13/1994 08/26/1997	CONCENTRAMARK, INC.
 [Stylized]	77417722/ 3573803	03/10/2008 02/10/2009	CONCENTRAMARK, INC.
CONCENTRA HEALTH SERVICES	75432206/ 2238733	02/11/1998 04/13/1999	CONCENTRAMARK, INC.
 [Stylized]	85490519/ 4266974	12/08/2011 01/01/2013	CONCENTRAMARK, INC.
CONCENTRA PRIMARY CARE	85490344/ 4179370	12/08/2011 07/24/2012	CONCENTRAMARK, INC.
CONCENTRA TELEMED	87320146/ 5325760	01/31/2017 10/31/2017	CONCENTRAMARK, INC.
 [stylized]	77812476/ 3774515	08/25/2009 04/13/2010	CONCENTRAMARK, INC.
 [stylized]	77949798/ 3863387	03/03/2010 10/19/2010	CONCENTRAMARK, INC.

 [stylized w/box design]	77949794/ 3863386	03/03/2010 10/19/2010	CONCENTRAMARK, INC.
LOOK FOR THE ORANGE CROSS	85769174/ 4511743	11/01/2012 04/08/2014	CONCENTRAMARK, INC.
MEDICAL REVIEW STREAM	85750418/ 4452384	10/12/2012 12/17/2013	CONCENTRAMARK, INC.
MYDOCDIRECT	85742555/ 4548407	10/01/2012 06/10/2014	CONCENTRAMARK, INC.
OCCUSOURCE	75903579/ 2408856	01/26/2000 11/28/2000	CONCENTRAMARK, INC.
 Urgent Treatment Clinics	78971511/ 3265073	09/11/2006 07/17/2007	CONCENTRAMARK, INC.
WHAT A BREATH OF FRESH CARE	86020974/ 4455164	07/26/2013 12/24/2013	CONCENTRAMARK, INC.
THE RIGHT CARE, RIGHT AWAY	3,336,550	11/13/07	U.S. HealthWorks, Inc. (formerly U.S. HealthWorks Holding Company, Inc.)
U.S. HEALTHWORKS	3,457,976	7/1/08	U.S. HealthWorks, Inc. (formerly U.S. HealthWorks Holding Company, Inc.)
PRIMARY CARE ASSOCIATES	89123 (Alaska)	2/27/09	U.S. HealthWorks, Inc. (formerly U.S. HealthWorks Holding Company, Inc.)
ProMed	49830 (Texas)	11/11/89	USHW of Texas Inc.

Schedule I-2