

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM542181

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Release of Second Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association		09/20/2019	Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Concentramark, Inc.		
<b>Street Address:</b>	4714 Gettysburg Road		
<b>City:</b>	Mechanicsburg		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	17055		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	U.S. HealthWorks, Inc.		
<b>Street Address:</b>	5080 Spectrum Drive, 1200 West Tower		
<b>City:</b>	Addison		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75001		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	USHW of Texas, Inc.		
<b>Street Address:</b>	5080 Spectrum Drive, 1200 West Tower		
<b>City:</b>	Addison		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75001		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>Name:</b>	Occupational Health + Rehabilitation LLC		
<b>Street Address:</b>	5080 Spectrum Drive, 1200 West Tower		
<b>City:</b>	Addison		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75001		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>Name:</b>	Concentra Integrated Services, Inc.		
<b>Street Address:</b>	5080 Spectrum Drive, 1200 West Tower		
<b>City:</b>	Addison		

OP \$565.00 2236715

State/Country:	TEXAS
Postal Code:	75001
Entity Type:	Corporation: MASSACHUSETTS

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	2236715	
Registration Number:	4375616	
Registration Number:	1825604	ADAPT
Registration Number:	2657008	ATN
Registration Number:	3684208	BREATHE 4 LIFE
Registration Number:	2091581	CONCENTRA
Registration Number:	3573803	CONCENTRA
Registration Number:	2238733	CONCENTRA HEALTH SERVICES
Registration Number:	4266974	CONCENTRA PRIMARY CARE
Registration Number:	4179370	CONCENTRA PRIMARY CARE
Registration Number:	5325760	CONCENTRA TELEMED
Registration Number:	3774515	CONCENTRA TREATED RIGHT
Registration Number:	3863387	CONCENTRA URGENT CARE
Registration Number:	3863386	CONCENTRA URGENT CARE
Registration Number:	4511743	LOOK FOR THE ORANGE CROSS
Registration Number:	4452384	MEDICAL REVIEW STREAM
Registration Number:	4548407	MYDOCDIRECT
Registration Number:	2408856	OCCUSOURCE
Registration Number:	3265073	UTC URGENT TREATMENT CLINICS
Registration Number:	4455164	WHAT A BREATH OF FRESH CARE
Registration Number:	3336550	THE RIGHT CARE, RIGHT AWAY
Registration Number:	3457976	U.S. HEALTHWORKS

**CORRESPONDENCE DATA**

Fax Number: 8009144240

*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.*

Phone: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

<b>SIGNATURE:</b>	/Elaine Carrera/
<b>DATE SIGNED:</b>	09/24/2019
<b>Total Attachments: 9</b> source=Concentra - Second Lien IP Release (Execution Version) (Trademarks)#page1.tif source=Concentra - Second Lien IP Release (Execution Version) (Trademarks)#page2.tif source=Concentra - Second Lien IP Release (Execution Version) (Trademarks)#page3.tif source=Concentra - Second Lien IP Release (Execution Version) (Trademarks)#page4.tif source=Concentra - Second Lien IP Release (Execution Version) (Trademarks)#page5.tif source=Concentra - Second Lien IP Release (Execution Version) (Trademarks)#page6.tif source=Concentra - Second Lien IP Release (Execution Version) (Trademarks)#page7.tif source=Concentra - Second Lien IP Release (Execution Version) (Trademarks)#page8.tif source=Concentra - Second Lien IP Release (Execution Version) (Trademarks)#page9.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):**

Wells Fargo Bank, National Association

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) September 20, 2018

- Assignment
- Security Agreement
- Other Release of 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: Concetramark, Inc.

Street Address: 4714 Gettysburg Road

City: Mechanicsburg

State: PA

Country: USA Zip: 17055

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

B. Trademark Registration No.(s)

See Schedule II

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

September 24, 2018

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

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

Addendum to Cover Page of Trademarks Form Cover Sheet

2. Name and address of receiving party(ies)

U.S. HealthWorks, Inc., a Delaware Corporation  
5080 Spectrum Drive, 1200 West Tower  
Addison, TX 75001  
Citizenship – USA – DE

USHW of Texas, Inc., a Texas Corporation  
5080 Spectrum Drive, 1200 West Tower  
Addison, TX 75001  
Citizenship – USA – TX

Occupational Health + Rehabilitation LLC, a Delaware Limited Liability Company  
5080 Spectrum Drive, 1200 West Tower  
Addison, TX 75001  
Citizenship – USA – DE

Concentra Integrated Services, Inc., a Massachusetts Corporation  
5080 Spectrum Drive, 1200 West Tower  
Addison, TX 75001  
Citizenship – USA – MA

**RELEASE OF SECURITY INTEREST IN TRADEMARKS AND COPYRIGHTS  
(SECOND LIEN)**

This RELEASE OF SECURITY INTEREST IN TRADEMARKS AND COPYRIGHTS (this “Release”), dated as of September 20, 2019 (the “Effective Date”), is made by Wells Fargo Bank, National Association, in its capacity as Collateral Agent (the “Agent”), in favor of the grantor parties identified on the signature page hereto (each, a “Grantor”, and collectively, the “Grantors”).

WHEREAS, pursuant to that certain Second Lien Guarantee and Collateral Agreement, dated as of February 1, 2018, by and among the Agent, the Grantors and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantors granted to the Agent, in its capacity as Collateral Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of February 1, 2018 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office (“USPTO”);

WHEREAS, the Trademark Security Agreement was recorded with the USPTO on March 12, 2018 at Reel/Frame 6289/0286;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Copyright Security Agreement, dated as of February 1, 2018 (the “Copyright Security Agreement”), for recordal with the United Copyright Office (“USCO”);

WHEREAS, the Copyright Security Agreement was recorded with the USCO on March 14, 2018 at Volume/Document 9956/174;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement, the Copyright Security Agreement, or the Trademark Security Agreement, as applicable.

2. Release. The Agent, without representation or warranty of any kind, hereby releases, discharges, relinquishes, terminates and cancels all of its security interest in and to (a) (i) each copyright (whether statutory or common law, whether registered or unregistered and whether published or unpublished) and all copyright registrations and applications along with any renewals and extensions thereof and amendments thereto, including those listed on Schedule I attached hereto (the “Copyrights”); (ii) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of each Grantor accruing thereunder or pertaining thereto; (iii) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation with respect to any of the Copyrights, with the right, but not the obligation, to sue for and collect or otherwise recover, such damages; and (iv) all proceeds, income, royalties and other payments now or hereafter due and payable each Grantor with respect to the Copyrights (items (a)(i)- (a)(iv) in this Section 2, collectively, the “Copyright Collateral”); and (b) (i) 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, and all extensions or renewals thereof, including those listed on Schedule II attached hereto (the “Trademarks”); (ii) all goodwill associated with or symbolized by the Trademarks; (ii) 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 (iv) all proceeds, income, royalties and other payments now or hereafter due and payable each Grantor with respect to the Trademarks (items (b)(i) - (b)(iv) in this Section 2, collectively, the “Trademark Collateral”), arising under the Security Agreement, the Copyright Security Agreement and the Trademark Security Agreement, as applicable. If and to the extent that the Agent has acquired any right, title or interest in and to the Copyright Collateral and Trademark Collateral under the Copyright Security Agreement and Trademark Security Agreement, as applicable, the Agent, without representation or warranty of any kind, hereby re-transfers, re-conveys and re-assigns such right, title or interest to the Grantor.

3. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release. The Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

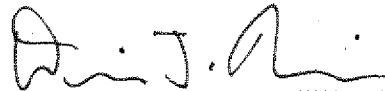
4. Governing Law. This Release shall be governed exclusively under the laws of the State of New York.

[Signature Page Follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, acting in its capacity as  
Collateral Agent for the Lenders**

By: \_\_\_\_\_



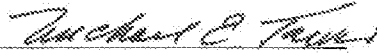
Name: Darin Mullis

Title: Managing Director

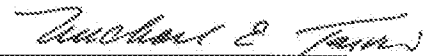


**GRANTORS:**

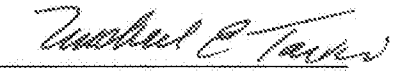
**CONCENTRAMARK, INC.**

By:   
Name: Michael E. Tarvin  
Title: Vice President and Secretary

**U.S. HEALTHWORKS, INC.**

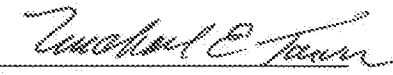
By:   
Name: Michael E. Tarvin  
Title: Executive Vice President and Secretary

**USHW OF TEXAS, INC.**

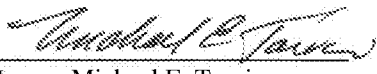
By:   
Name: Michael E. Tarvin  
Title: Executive Vice President and Secretary

**OCCUPATIONAL HEALTH + REHABILITATION  
LLC**

**By: CONCENTRA HEALTH SERVICES, INC., its  
sole member**

By:   
Name: Michael E. Tarvin  
Title: Vice President and Secretary


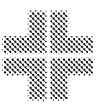





**CONCENTRA INTEGRATED SERVICES, INC.**

By:   
Name: Michael E. Tarvin  
Title: Vice President and Secretary

## REGISTERED COPYRIGHTS OWNED BY GRANTORS

<u>Title</u>	<u>Reg. No.</u>	<u>Publication Date/Year of Creation</u>	<u>Registration Date</u>	<u>Current Owner of Record</u>
Integrated case management systems (ICMS)	TXu-912652	1999	2000-02-08	Concentra Managed Care Services, Inc. (n/k/a Concentra Integrated Services, Inc.)
USHealthWorks.com website	TX0007543344		05/02/12	U.S. HealthWorks, Inc. (formerly U.S. HealthWorks Holding Company, Inc.)
Occupational health providers manual / By William B. Patterson	TXu000543494		05/18/1992	Occupational Health + Rehabilitation, Inc.

## ISSUED TRADEMARKS 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.
<b>UTC</b> 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.