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MRD 3-18-99

FORM PT-1594
(Rev. 6-93)
OMD No. 0651-0011 (cap. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Argosy Health, L.P.
721 Dresher Road
Suite 2100
Horsham, PA 19044

Individual(s)
 General Partnership
 Corporation-State
 Other

Association
 Limited Partnership

2. Name and address of receiving party(ies)

Name: Argosy Health, LLC

Internal Address:

Street Address: 20 Burlington Mall Road, Suite 410

City: Burlington State: MA ZTP: 01803

Additional names(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment
 Security Agreement
 Other

Merger
 Change of Name

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other: Delaware limited liability company

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)
Additional name(s) & address(es) attached? Yes No

Execution Date: October 14, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
1,861,543

Additional numbers attached? Yes No

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

Name: Marilyn French, Esq.
Internal Address:
Hutchins, Wheeler & Dittmar

Street Address: 101 Federal Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and registration involved: 1

7. Total fee (37 CFR 3.41)\$
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

12/22/1998 DNGUYEN 00000252 1861543

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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name of Person Signing

[Handwritten Signature]
Signature

10-14-98
Date

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



356284-1

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1871 FRAME: 0558

BILL OF SALE

KNOW ALL PERSONS THAT Argosy Health Northeast, a Massachusetts general partnership ("Argosy Northeast"), and Argosy Health, LLC, an Illinois limited liability company ("Argosy"), together with Argosy Northeast and their respective successors and assigns, hereinafter collectively referred to as "Sellers"), acting pursuant to the Asset Purchase Agreement dated as of October 14, 1998, (the "Agreement") by and between Sellers and Community Rehab Centers, Inc., a Delaware corporation ("Buyer"), for consideration specified in the Agreement, the receipt and sufficiency of which is hereby acknowledged, does hereby bargain, sell, transfer, assign and deliver unto Buyer all of the following assets and properties of Sellers used in connection with providing on-site rehabilitation services for its clients at such clients' place of business (collectively, the "Purchased Assets") but specifically excluding the Excluded Assets (as defined in the Agreement):

- (a) The name "Argosy Health" and all derivatives thereof and all goodwill associated therewith;
- (b) All accounts, all prepaid expenses, deposits and rights to refunds under all obligations or contracts Buyer is assuming, including real estate lease deposits;
- (c) All of the Sellers' right, title and interest in, under and with respect to any leases or subleases, whether oral or written, of any space at the Locations;
- (d) All rights and interests of Sellers under and to any contracts, including customer contracts to the extent assignable;
- (e) All of the Sellers' inventories existing on the Closing Date and used or to be used by the Sellers in connection with the ownership, operation or management of the Business or related thereto, wherever located and whether owned or leased;
- (f) All equipment, furniture, furnishings, office and computer equipment, non-proprietary software and other fixed assets now or hereafter owned by the

Sellers prior to or on the Closing Date, and used or to be used by the Sellers in connection with the Business;

- (g) All other tangible and intangible assets owned by the Sellers or in which the Sellers have an interest and which are used in connection with the ownership or operation of the Business, including, without limitation, all books and records, customer and supplier lists, provider agreements and patient lists;
- (h) Any and all trademarks and trademark applications, service marks and service mark applications, trade and product names, and any other intellectual property used in connection with the Business, and including the goodwill appurtenant thereto, the right to sue for and recover such damages and such other relief as might be granted by a court of competent jurisdiction for past infringement thereof, licenses or permits (including, without limitation, any licenses, permits, registrations or authorizations from or with federal and state regulatory authorities Governmental Authorities and/or Medicare and/or Medicaid), with respect to or in connection with the Business;
- (i) Any and all advances or pre-payments made by clients for services not rendered as of the Closing Date; and
- (j) All other assets, tangible or intangible, held by the Sellers or used in connection with the ownership, operation, or management or maintenance of the Business, whether or not included in or reflected on the books of the Sellers or on their financial statements.

In addition, for consideration specified in the Agreement, the receipt and sufficiency of which is hereby acknowledged, Sellers do hereby bargain, sell, transfer, assign and deliver unto Argosy Health, LLC, a Delaware limited liability company ("Argosy Delaware") as Buyer's designee under the Agreement, the following:

The federally registered trademark On-Site® used in connection with the Business, and including the goodwill appurtenant thereto, the right to sue for and recover such damages and such other relief as might be granted by a court of competent jurisdiction for past infringement thereof with respect thereto (the "Registered Mark").

TO HAVE AND TO HOLD, all and singular, the Purchased Assets and the Registered Mark hereby assigned, transferred, and delivered unto Buyer and Argosy Delaware, as the case may be, and their respective successors and assigns, for their own use and behoof forever.

Sellers represent and warrant to Buyer and Argosy Delaware that (i) the Purchased Assets and the Registered Mark are free and clear of all liens, claims, security interests and other encumbrances of any nature whatsoever, except as specifically provided in the Agreement, and (ii) Sellers have full title, right and authority to enter into and consummate the provisions of this Bill of Sale.

Nothing contained herein is intended to enlarge or diminish the covenants, representations and warranties regarding the Purchased Assets and Registered Mark contained in the Agreement, which representations and warranties shall survive the execution and delivery of this Bill of Sale as set forth in the Agreement.

Sellers hereby covenant and agree that they will, at the request of Buyer or Argosy Delaware, execute and deliver such other instruments of conveyance, assignment and transfer and take such other action as Buyer or Argosy Delaware may reasonably request to vest in Buyer or Argosy Delaware the Sellers' entire right, title and interest in and to the Purchased Assets and the Registered Mark being transferred hereby.

This Bill of Sale shall be governed by, and construed and enforced in accordance with, the substantive laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of and on the date first above written.

ARGOSY HEALTH NORTHEAST

By: Argosy Health, L.P.
General Partner

By: Gwynedd Partners, Inc.
General Partner

By: [Signature]
G. Linton Sheppard
President

[Signature]
Witness

ARGOSY HEALTH, L.L.C.

By: [Signature]
G. Linton Sheppard
President

[Signature]
Witness

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