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To the Honorable Commissioner of Pa.

101003938

See the attached original documents or copy thereof.

1. Name of conveying party(ies):

Beacon Rehabilitation Center, Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State FL, Other

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

2. Name and address of receiving party(ies)

Name: CORA Health Services, Inc.

Internal Address:

Street Address: 1110 Shawnee Road

City: Lima State: OH ZIP: 45805

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: September 1, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,097,403

Additional numbers attached? Yes No

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

Name: Brad C. Roush

Internal Address:

Street Address: 1110 Shawnee Road

City: Lima State: OH ZIP: 45805

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40,000 previously submitted (see attached copy of cancelled check)

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

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.

Brad C. Roush Name of Person Signing

[Signature] Signature

3/19/99 Date

Total number of pages including cover sheet, attachments, and document: 6

# ASSIGNMENT AND ASSUMPTION AGREEMENT

RECEIVED

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment"), dated as of September 1, 1998 ("Effective Date"), by and between BEACON REHABILITATION CENTER, INC., a Florida corporation ("Assignor") and CORA HEALTH SERVICES, INC., a Delaware corporation ("Assignee"), recites and provides as follows:

## RECITALS

1. Pursuant to that certain Asset Purchase Agreement by and among Assignor, Assignee and Angela Diaz dated as of September 16, 1998 and made effective as of September 1, 1998 (the "Asset Purchase Agreement"), Assignee has agreed to purchase substantially all of Assignor's assets, both tangible and intangible. The capitalized terms herein shall have the same meaning as defined in the Asset Purchase Agreement, unless a contrary meaning is clearly indicated.
2. Assignor desires to transfer its rights and interests in the intangible assets more fully described herein unto the Assignee.

## AGREEMENTS

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Assignor and Assignee hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of the rights and interests of Assignor in and to: (a) all transferable licenses, permits and other authorizations from any and all federal, state, municipal and other governmental agencies authorities relating to the operation of the physical therapy businesses operated by Assignor at 6043 N.W. 167<sup>th</sup> Street, Suite 21-A, Miami Lakes, FL 33133 and 8181 N.W. 36<sup>th</sup> Street, Suite 1901, Miami, FL 33172; (b) the Designated Contracts as described in the Asset Purchase Agreement; and (c) all goodwill and other intangibles described in the Asset Purchase Agreement (including, but not limited to, all right, title and interest to the service mark and the registration therefor identified on Exhibit A attached hereto (the "Service Mark"), together with the goodwill and the business symbolized by the Service Mark and registration (including the standards for the quality control of the services referenced in the registration).
2. Assumption. From and after the Effective Date, Assignee hereby assumes, to the complete exoneration of Assignor, all of Assignor's obligations and liabilities with respect to the Designated Contracts and Assignee will indemnify and hold Assignor harmless from any and all claims and demands whatsoever arising out of the Designated Contracts. Assignee agrees to execute such further assurances and

do such further and other acts as the Assignors may require to indemnify, defend and hold Assignors harmless from all such claims and demands.


3. Further Assurances. Assignor agrees to execute and deliver to Assignee such other and additional documents reasonably required by Assignee to effect and complete the assignment and transfer contemplated hereby.
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date and year first above written.

WITNESSES:

ASSIGNOR:

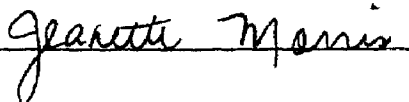
BEACON REHABILITATION CENTER,  
INC.

  
\_\_\_\_\_  
BCLDL

By   
\_\_\_\_\_  
Angela Diaz, President

ASSIGNEE:

CORA HEALTH SERVICES, INC.

BCLDL  
\_\_\_\_\_  


By:   
\_\_\_\_\_  
Dennis R. Smith, Senior Vice President

BCR:jam:c:CORAHEALTH\BEACON\ASSIGNMENT AND ASSUMPTION AGREEMENT