

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A.		12/22/2006	National Banking Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Concentra Operating Corporation		
<b>Street Address:</b>	5080 Spectrum Drive		
<b>Internal Address:</b>	Suite 1200, West Tower		
<b>City:</b>	Addison		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75001		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2974946	CLAIMCAPTURE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(713)615-5243		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	7137581105		
<b>Email:</b>	sbrown@velaw.com		
<b>Correspondent Name:</b>	W. Scott Brown		
<b>Address Line 1:</b>	1001 Fannin Street		
<b>Address Line 2:</b>	2500 First City Tower		
<b>Address Line 4:</b>	Houston, TEXAS 77002-6760		
<b>ATTORNEY DOCKET NUMBER:</b>	OCC700		
<b>NAME OF SUBMITTER:</b>	W. Scott Brown		
<b>Signature:</b>	/wsb/		

CH \$40.00 2974946

Date:

12/22/2006

**Total Attachments: 5**

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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE effective as of December 22, 2006, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Administrative Agent") for certain banks and other financial institutions (the "Lenders"), to Concentra Operating Corporation, a Nevada corporation with its principal place of business located at 5080 Spectrum Drive, Suite 1200, West Tower, Addison, Texas 75001 ("Grantor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of September 30, 2005, made by the Grantor (as defined therein) in favor of the Administrative Agent (the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Grantor to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of September 30, 2005, among the Administrative Agent and Grantor (the "Trademark Security Agreement"), Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Administrative Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on October 17, 2005, at Reel 003176 and Frame 0263; and

WHEREAS, the Administrative Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule 1 hereto. The term "Trademark" shall have the meaning provided by reference in the Guarantee and Collateral Agreement. For the avoidance of doubt, "Trademark Collateral" shall not include any Trademark listed on Schedule A to the Trademark Security Agreement other than the Trademarks listed on Schedule 1 hereto.
2. Release of Security Interest. The Administrative Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as November 14, 2006.

JPMORGAN CHASE BANK, N.A.

By: Stephanie Parker  
Name:  
Title:

STATE OF New York )  
  ) )  
COUNTY OF New York )

ss.:

On this 14 day of November, 2006, before me personally appeared  
Stephanie Parrot to me known who, being by me duly sworn, did depose and say that  
he/she is Vice President of JPMorgan Chase Bank, N.A., described herein and  
which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to  
the authority granted by JPMorgan Chase Bank, N.A.

Edeline C. Adderley  
Notary Public

(Affix Seal Below)

**EDELINE C. ADDERLEY**  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY  
CERTIFICATE FILED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES SEPT. 3, 2010

Schedule 1

U.S. Registered Trademarks and Trademark Applications

<u>Trademarks</u>	<u>Registration No.</u>
Claimcapture	2974946