

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/22/2006	National Banking Association:
RECEIVING PARTY DATA			
Name:	Concentra Operating Corporation		
Street Address:	5080 Spectrum Drive		
Internal Address:	Suite 1200, West Tower		
City:	Addison		
State/Country:	TEXAS		
Postal Code:	75001		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1944958	FIRST NOTICE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(713)615-5243		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	7137581105		
Email:	sbrown@velaw.com		
Correspondent Name:	W. Scott Brown		
Address Line 1:	1001 Fannin Street		
Address Line 2:	2500 First City Tower		
Address Line 4:	Houston, TEXAS 77002-6760		
ATTORNEY DOCKET NUMBER:	OCC700		
NAME OF SUBMITTER:	W. Scott Brown		
Signature:	/wsb/		

CH \$40.00 1944958

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 28, 2006, from JPMorgan Chase Bank, N.A. (f/k/a The Chase Manhattan Bank), a national banking association, as Administrative Agent (the "Administrative Agent") for certain banks and other financial institutions (the "Lenders"), to Concentra Operating Corporation (successor in interest to Concentra Managed Care Services, Inc.), a Nevada corporation with its principal place of business located at 5080 Spectrum Drive, Suite 1200, West Tower, Addison, Texas 75001 ("Obligor").

WITNESSETH:

WHEREAS, pursuant to the Guarantee and Collateral Agreement, dated as of August 17, 1999, made by the Obligor and certain other subsidiaries and other related entities of the Borrower (as defined therein) in favor of the Administrative Agent (the "Guarantee and Collateral Agreement"), a security interest (the "Security Interest") was granted by the Obligor to the Administrative Agent in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Conditional Assignment of and Security Interest in Trademark Rights dated as of August 17, 1999, among the Administrative Agent and Obligor (the "Trademark Security Agreement"), Obligor, by reference to the Guarantee and Collateral 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 September 2, 1999, at Reel 001954 and Frame 0611; 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 Obligor'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. (F/K/A THE CHASE MANHATTAN BANK)

By: Stephane Parker
Name:
Title:

Schedule 1

U.S. Registered Trademarks and Trademark Applications

<u>Trademarks</u>	<u>Registration No.</u>
First Notice Systems	1944958