

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Concentra Operating Corporation		09/30/2005	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78407531	ACCELERATED PRODUCTIVITY SUITE
Serial Number:	78407529	APS
Registration Number:	2874997	C2C
Registration Number:	2974946	CLAIMCAPTURE
Serial Number:	78428087	CONCENTRA
Serial Number:	78428095	CONCENTRA
Registration Number:	2968991	MILITARY SPOUSE CORPORATE CAREER NETWORK
Serial Number:	78428583	RESULTS POWERED BY CONCENTRA
Serial Number:	78428579	RESULTS POWERED BY CONCENTRA

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (212) 455-7698
 Email: ksolomon@stblaw.com

OP \$240.00 78407531

Correspondent Name: Mark Solomon, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

509265/0642

NAME OF SUBMITTER:

Mark Solomon

Signature:

/ms/

Date:

10/17/2005

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of September 30, 2005, is made by Concentra Operating Corporation, a Nevada corporation (the “Grantor”), in favor of JPMorgan Chase Bank, as administrative agent (in such capacity, the “Administrative Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the Credit Agreement, dated as of September 30, 2005 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Concentra Inc., a Delaware corporation, the Grantor, the Lenders, the Administrative Agent, and the other Agents party to the Credit Agreement.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of September 30, 2005 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to Section 3 of the Guarantee and Collateral Agreement, the Grantor has pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in the Intellectual Property, which includes all Intellectual Property now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest; and

WHEREAS, pursuant to the foregoing, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration (including that set forth in the Credit Agreement), the receipt of which is hereby acknowledged, and as part of the Grantor’s obligations that they undertook to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and

conveys, the Trademarks and all of the goodwill associated therewith, including, without limitation, the Trademarks listed on Schedule A hereto, to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording this Agreement and grant of security interest herein with the United States Patent and Trademark Office. This Agreement and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, under the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Administrative Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of each of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONCENTRA OPERATING CORPORATION

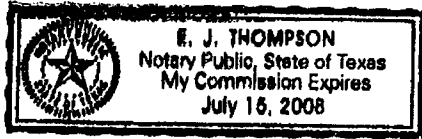
By: 
Name: Richard A. Parr II
Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: _____
Name: _____
Title: _____

STATE OF TEXAS)
) ss:
COUNTY OF DALLAS)

On the 28th day of September 2005, before me personally came Richard A. Parr II, who is personally known to me to be the Executive Vice President of Concentra Operating Corporation, a Nevada corporation; who, being duly sworn, did depose and say that he is the Executive Vice President of such corporation, the corporation described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.





Notary Public

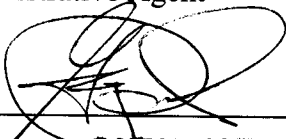
[NOTARIAL SEAL]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CONCENTRA OPERATING CORPORATION

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent

By: 
Name: **GARY L. SPEVACK**
Title: **Vice President**
JPMorgan Chase Bank, N.A.

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On the 30th day of September 2005, before me personally came Gary L. Sprinck who is personally known to me to be a Vice President of JPMorgan Chase Bank, N.A.; who, being duly sworn, did depose and say that he is a Vice President of such corporation, the corporation described herein and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

Ranesh Pitt
Notary Public

[NOTARIAL SEAL]

RANESHA PITT
Notary Public, State of New York
No. 01PI6046637
Qualified in Bronx County
Commission Expires August 14, 2006

Schedule A

U.S. Registered Trademarks owned by Concentra Operating Corporation

<u>Mark</u>	<u>Reg./App. Number</u>
ACCELERATED PRODUCTIVITY SUITE	(# 78/407,531)
APS	(# 78/407,529)
C2C	(# 2,874,997)
CLAIMCAPTURE	(# 2,974,946)
CONCENTRA AND DESIGN	(# 78/428,087)
CONCENTRA AND DESIGN	(# 78/428,095)
MILITARY SPOUSE CORPORATE CAREER NETWORK	(# 2,968,991)
RESULTS POWERED BY CONCENTRA AND DESIGN	(# 78/428,583)
RESULTS POWERED BY CONCENTRA AND DESIGN	(# 78/428,579)