

**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
JPMorgan Chase Bank, N.A., as Administrative Agent			06/25/2007
			National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:		Concentra Operating Corporation	
Street Address:		535 East Diehl Road	
City:		Naperville	
State/Country:		ILLINOIS	
Postal Code:		60563	
Entity Type:		CORPORATION: NEVADA	
PROPERTY NUMBERS Total: 1			
Property Type		Number	Word Mark
Registration Number:		2874997	C2C
CORRESPONDENCE DATA			
Fax Number:		(714)755-8290	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:		714-540-1235	
Email:		ipdocket@lw.com	
Correspondent Name:		Latham & Watkins LLP	
Address Line 1:		650 Town Center Drive, Suite 2000	
Address Line 4:		Costa Mesa, CALIFORNIA 92626	
ATTORNEY DOCKET NUMBER:		042754-0012	
NAME OF SUBMITTER:		Anna T Kwan	
Signature:		/Anna T Kwan/	
Date:		08/11/2010	

OP \$40.00 2874997

**Total Attachments: 5**

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June 25, 2007

Concentra Inc.  
5080 Spectrum Drive  
Suite 400 – West Tower  
Addison, Texas 75001  
Attention: Thomas E. Kiraly

Ladies and Gentlemen:

JPMorgan Chase Bank, N.A., in its capacity as administrative agent (“Administrative Agent”) under the Credit Agreement hereinafter defined, has been advised by Concentra Inc. (“Holdings”) and Concentra Operating Corporation (the “Borrower”) that Holdings will enter into new credit facilities with Citicorp North America, Inc. (the “New Agent”) and certain other lenders and agents (the “New Credit Facilities”), pursuant to which, among other things, certain proceeds from borrowings under the New Facilities will be used to repay in full all of the Obligations as defined in that certain Credit Agreement dated as of September 30, 2005 (as heretofore amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Holdings, the Borrower, the several banks and other financial institutions from time to time parties thereto (the “Lenders”), Administrative Agent, General Electric Capital Corporation, as documentation agent, and Citicorp North America, Inc. and Credit Suisse First Boston, as co-syndication agents. All capitalized terms used herein that are defined in the Credit Agreement and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

This letter confirms that, if paid by wire transfer (together with notification to the Administrative Agent of the applicable federal funds wire reference number) of freely and immediately available funds to:

JPMorgan Chase Bank, N.A.  
ABA #  
For further credit to:  
Account #:  
Account Name:

(the “Agent Account”), and received at the Agent Account by 2:00 p.m., New York City time, on June 25, 2007 (the “Payoff Time”) the amount necessary to pay principal, interest and fees owing by the Borrower to the Administrative Agent and the Lenders under the Credit Agreement and the other Loan Documents in the aggregate amount of \$ (as described in more detail on Schedule 1 hereto, the “Payoff Amount”) will have been paid.

In addition to the outstanding loans to the Borrower, JPMorgan Chase Bank, N.A. (in such capacity under the Credit Agreement, the “Issuing Lender”) has issued and currently has outstanding the letters of credit identified on Schedule 2 hereto (the “Letters of Credit”) with respect to which the Borrower has potential reimbursement obligations. It is the understanding

and agreement of the parties hereto that such Letters of Credit shall be assigned to the New Facilities and deemed issued by JPMorgan Chase Bank, N.A., as an issuing lender thereunder.

This letter confirms that upon, and effective as of, the time of receipt by the Administrative Agent of the Payoff Amount in the manner set forth above (the time of satisfaction of the conditions set forth being referred to as the "Effective Time"):

(1) all indebtedness and other Obligations of Holdings, the Borrower and the other Loan Parties for credit extended under the Credit Agreement shall be fully paid and discharged;

(2) all unfunded commitments to make loans or otherwise extend credit to the Borrower under the Credit Agreement shall be terminated;

(3) all security interests and other Liens granted to or held by the Administrative Agent for the benefit of the Lenders as security for such indebtedness and other Obligations (whether or not under the Loan Documents referred to in the Credit Agreement, and whether or not any other obligations of any other Person are also secured thereby) shall be forever satisfied, released and discharged;

(4) all reimbursement obligations of the Borrower with respect to the Letters of Credit shall be released and discharged; provided, however, that the obligations of the Borrower to pay the commissions, fees and other charges set forth in subsection 3.3 of the Credit Agreement shall remain in full force and effect for so long as any of the Letters of Credit remain outstanding under the Credit Agreement and such obligations shall be released and discharged upon the Administrative Agent's (a) (i) receipt of all Letters of Credit or (ii) satisfaction that such Letters of Credit have been assigned and deemed issued under the New Facilities and that none of the Administrative Agent or any Lender has any further credit exposure with respect to such Letters of Credit and (b) receipt of all such commissions, fees and other charges in respect of the Letters of Credit that remain unpaid;

(5) all other obligations of Holdings, the Borrower and the other Loan Parties under the Credit Agreement or any other Loan Documents shall be released and discharged, except only those that are specified in the Credit Agreement or any of the other Loan Documents as surviving that respective agreement's termination, which shall, as so specified, survive without prejudice and remain in full force and effect; and

(6) the Credit Agreement and all other Loan Documents shall terminate and have no further force or effect, except only (a) those provisions that are specified in the Credit Agreement or any of such other Loan Documents as surviving that respective agreement's termination or the repayment of the loans and all other amounts payable under the Credit Agreement or any of such other Loan Documents and (b) those provisions that are specified in the Credit Agreement or any of such other Loan Documents in respect of the Letters of Credit. Such provisions shall, in each case, survive without prejudice and remain in full force and effect; provided that, upon

satisfaction of the conditions set forth in clause (4) above with respect to Letters of Credit, those provisions that are specified in the Credit Agreement or any of such other Loan Documents in respect of the Letters of Credit shall terminate and have no further force or effect.

The Administrative Agent will deliver to Holdings, New Agent or their designees (as instructed by Holdings) (a) executed cancellation of security deed and such other instruments of release and discharge pertaining to the security interests and Liens described in clause (3) above of the Administrative Agent in any of the property, real or personal, of the Borrower or any other Loan Party securing the Obligations, including such releases as the Borrower may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and Liens, and (b) all original stock certificates, stock powers, intercompany notes, allonges and endorsements to such notes to the extent pledged to the Administrative Agent as security for the Obligations. In addition, the Administrative Agent hereby authorizes Holdings, New Agent or their designees (as instructed by Holdings), from and after the Effective Time, to file all Uniform Commercial Code termination statements as are necessary to effectuate, or reflect of public record, the release and discharge of such security interests and Liens. The Administrative Agent will, from and after the Effective Time, deliver such other termination statements or documents as Holdings or the New Agent may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and Liens. All of the foregoing shall be at the expense of Holdings, with no liability to the Administrative Agent, the Issuing Lender or any Lender, and with no representation or warranty by or recourse to the Administrative Agent, the Issuing Lender or any Lender.


This letter agreement shall become effective only when signed by the Administrative Agent and accepted by Holdings in the space provided below. Delivery of an executed signature page of this letter agreement by facsimile or other electronic transmission (e.g., pdf) shall be effective as delivery of a manually executed counterpart hereof. This letter agreement shall become null and void if for any reason the Effective Time does not occur on or prior to June 27, 2007.

*[Signature Page to Follow]*

**THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND  
CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW  
YORK.**

Very truly yours,

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By:   
Name: Dawn L. LeeLum  
Title: Executive Director

Payoff Letter  
Signature Page

**TRADEMARK  
REEL: 004259 FRAME: 0281**

**THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED  
IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

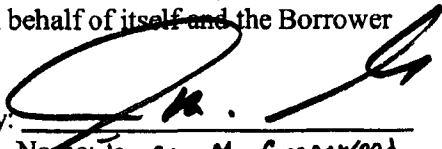
Very truly yours,

JPMORGAN CHASE BANK, N.A.,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed to:

CONCENTRA INC.,  
on behalf of itself and the Borrower

By:   
Name: James M. Greenwood  
Title: Chief Executive Officer

[SIGNATURE PAGE TO PAYOFF LETTER]