

07-06-1999

FORM PTO-1594 (Rev. 6/93) RECC
OMB No. 0651-0011 **6/25/99** TI



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101084342

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, DC 20540 Original documents or copy thereof.

1. Name of conveying party(ies):

NC Resources, Inc.
103 Foulk Road
Wilmington, DE 19803

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

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


2. Name and address of receiving party(ies):

Name: NovaCare, Inc.

Internal Address: Attn: General Counsel

Street Address: 1016 West Ninth Street

City: King of Prussia State: PA ZIP: 19106



Individual(s) citizenship 06-25-1999
 Association _____ U.S. Patent & TMO/TM Mail Rcpt Dt. #31
 General Partnership _____
 Limited Partnership _____
 Corporation - State Pennsylvania
 Other _____

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: May 31, 1999, 11:59 p.m.

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

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

A. Trademark Application No.(s) B. Trademark Registration No.(s)

POLARIS GROUP..., No. 2,148,095

Additional numbers attached? Yes No

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

Name: Frederic M. Wilf

Internal Address:

Street Address: Saul, Ewing, Remick & Saul LLP
1055 Westlakes Drive, Suite 150

City: Berwyn State: PA ZIP: 19312-2410

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41)..... \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number (overpayments or underpayments only):
50-0469
 (Attach duplicate copy of this page if paying by deposit account)

07/02/1999 INQUIRY 00000192 2148095
 01 FC:481 40.00 OP

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.

Frederic M. Wilf [Signature] June 25, 1999
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 2

Assignment of Service Mark

This Assignment of Service Mark ("Assignment") is by and between **NC Resources, Inc.**, a Delaware corporation, with its sole office at 103 Foulk Road, Wilmington, Delaware 19803 ("Assignor"), and **NovaCare, Inc.**, a Pennsylvania corporation, with its principal office at 1016 West Ninth Avenue, King of Prussia, PA 19406 ("Assignee"), and is effective as of May 31, 1999, at **11:59 p.m.** (EST).

Whereas, Assignor has used and is using in its business and practice, directly and by license to others, and Assignor owns all of the entire right, title and interest in and to the service mark, trademark and trade name "THE POLARIS GROUP STRATEGIC SOLUTIONS FOR HEALTHCARE" (the "POLARIS Mark"), and the goodwill symbolized thereby;

Whereas, the Assignor is the record owner of, and Assignor owns all of the entire right, title and interest in and to, the registration for the POLARIS Mark with the U.S. Patent and Trademark Office as U.S. Service Mark No. 2,148,095 dated March 31, 1998 (the "POLARIS Registration");

Whereas, Assignor and Assignee have entered into an agreement ("Agreement") that provides, *inter alia*, that Assignor agrees to transfer to Assignee all of Assignor's ongoing and existing business, or portion thereof, to which the POLARIS Mark and the POLARIS Registration pertain (the "Business"), including goods and services designated and associated by Assignor with the POLARIS Mark and the POLARIS Registration; and

Whereas, under the terms of the Agreement of the parties, Assignor agrees to assign and transfer to Assignee the exclusive ownership of the POLARIS Mark and the POLARIS Registration along with the Business, and all rights incident thereto, including the goodwill of the Business symbolized by the POLARIS Mark;

Whereas, it is desired that the assignment of the POLARIS Mark and the POLARIS Registration be made of record in the U.S. Patent and Trademark Office, and any and all other appropriate authorities and agencies;

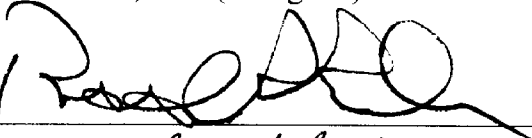
Now, Wherefore, in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the POLARIS Mark and the POLARIS Registration, and the goodwill symbolized by said POLARIS Mark.

In Witness Whereof, intending to be legally bound in accordance with the law of the State of Delaware, the parties have caused this Assignment to be executed by their authorized representatives in Wilmington, Delaware, U.S.A., as of the 31st day of May, 1999, at **11:59 p.m.**

NC Resources, Inc. (Assignor)

By 
Robert C. Campbell, Vice President

NovaCare, Inc. (Assignee)

by 
Name: Richard Binstein
Secretary