Form PTO-1594



U.S. DEPARTMENT OF COMMERCE

(Rev. 10/02) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 6/30/2005) 102617788 Tab settings ⇒⇒⇒ To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) 5, 43 Kessler Rehabilitation Corporation Name: JPMorgan Chase Bank Internal Address: Individual(s) Association Street Address: 270 Park Avenue General Partnership Limited Partnership Corporation-State City: New York State: NY Zip: 10017 Other \_\_ Individual(s) citizenship\_\_\_\_\_ Association Additional name(s) of conveying party(ies) attached? Yes No General Partnership 3. Nature of conveyance: Limited Partnership Assignment ☐ Merger Corporation-State NY Security Agreement Change of Name Other\_ If assignee is not domiciled in the United States, a domestic ☐ Other representative designation is attached: Yes 📮 No (Designations must be a separate document from assignment)
Additional name(s) & address( es) attached? Yes No Execution Date: October 16, 2003 4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) (no applications) see attached 16245 Additional number(s) attached ✓ Yes 5. Name and address of party to whom correspondence 6. Total number of applications and concerning document should be mailed: registrations involved: ..... Name: Ms. Penelope Agadoa 7. Total fee (37 CFR 3.41)..... Internal Address: Federal Research Corporation ☐ Enclosed Authorized to be charged to deposit account 8. Deposit account number: Street Address: 1030 Fifteenth Street NW City: Washington State: DC Zip: 20005 (Attach duplicate copy of this page if paying by deposit account) 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. Daniel M. Bloch Name of Person Signing Total number of pages including cover sheet, attachments, and document

12/09/2003 JJMLINE 00000012 2624512

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Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

# **Additional Conveying Parties**

Kessler Institute for Rehabilitation, Inc. Argosy Health, LLC Kessler Rehab Centers, Inc.

# <u>Trademarks, Service Marks and Trade Names, and Applications for registration thereof</u> (all U.S.)

Trademark	Reg. No.	Reg. Date	Owner of Record
ARGOSY HEALTH	2,624,512	September 24, 2002	Kessler Rehabilitation Corporation
MOTIVATING THE CHALLENGED, CHALLENGING THE MOTIVATED	2,368,680	July 18, 2000	Kessler Rehabilitation Corporation
RISE ABOVE IT! KESSLER'S VIOLENCE PREVENTION PROGRAM & Design	2,310,424	January 25, 2000	Kessler Institute for Rehabilitation, Inc.
KESSLER	2,225,073	February 23, 1999	Kessler Rehabilitation Corporation
ON-SITE	1,861,543	November 1, 1994	Argosy Health, LLC
LERNER LYMPHEDEMA SERVICES ACADEMY	2,420,292	January 9, 2001	Kessler Rehab Centers, Inc.

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[[NYCORP:2328976]]

SUPPLEMENT NO. 2 dated as of October 16, 2003, to the US SECURITY AGREEMENT dated as of September 22, 2000 (the "Security Agreement"), among SELECT MEDICAL CORPORATION, (the "Company"), each Subsidiary of the Company listed on Schedule I thereto or becoming a party thereto as provided in Section 7.15 thereof (the "Subsidiary Guarantors", the Company and the Subsidiary Grantors being referred to collectively as the "Grantors") and JPMORGAN CHASE BANK (formerly known as THE CHASE MANHATTAN BANK), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

- A. Reference is made to the Credit Agreement dated as of September 22, 2000 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company; Canadian Back Institute Limited, a wholly owned subsidiary of the Company ("CBIL"); the lenders from time to time party thereto (the "Lenders"); JPMorgan Chase Bank (formerly known as The Chase Manhattan Bank), as US administrative agent (in such capacity, the "US Agent") and as collateral agent (in such capacity, the "Collateral Agent"); JPMorgan Chase Bank, Toronto Branch (as successor to J.P. Morgan Bank Canada (formerly known as The Chase Manhattan Bank of Canada)), as Canadian Agent; Banc of America Securities LLC, as Syndication Agent; and CIBC, Inc. as Documentation Agent.
- B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.
- C. The Grantors have entered into the Security Agreement in order to induce the Lenders to extend credit to the Borrowers. Section 7.15 of the Security Agreement provides that additional Subsidiaries may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. Each of the Subsidiaries of the Company listed on Schedule I hereto (the "New Grantors") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to extend credit and as consideration for credit previously extended.

Accordingly, the Collateral Agent and each of the New Grantors agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, each of the New Grantors by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and each of the New Grantors hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each of the New Grantors, as security for the payment and performance in full of the Obligations (as defined in the Credit Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured

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Parties, their successors and assigns, a security interest in and lien on all of each of the New Grantors' right, title and interest in and to the Collateral (as defined in the Security Agreement) of each of the New Grantors. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each of the New Grantors. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. Each of the New Grantors represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of each of the New Grantors and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. Each of the New Grantors hereby represents and warrants that set forth on Schedule II attached hereto is a true and correct schedule of (a) the jurisdiction of organization and organizational ID number of each of the New Grantors and (b) the location of any and all Collateral of each of the New Grantors. Each of the New Grantors hereby further represents and warrants that set forth on Schedule III attached hereto is a true and correct schedule of all Intellectual Property and Licenses owned by each of New Grantors.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

# SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to each of the New Grantors shall be given to it in care of the Company.

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SECTION 9. Each of the New Grantors agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each of the New Grantors and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

> EACH OF THE NEW GRANTORS LISTED ON SCHEDULE I HERETO,

Title: Vice President

JPMORGAN CHASE BANK, as Collateral Agent,

by

Name:

Title:

SECTION 9. Each of the New Grantors agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, each of the New Grantors and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

EACH OF THE NEW GRANTORS LISTED ON SCHEDULE I HERETO,

by		
	Name:	
	Title:	

JPMORGAN CHASE BANK, as Collateral Agent,

by Name:
Title:

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# **NEW GRANTORS**

Kessler Rehabilitation Corporation

Argosy Health, LLC

Atra Services, Inc.

Community Rehab Centers of Massachusetts, Inc.

Core Rehab Management, LLC

CRF Rehabilitation Associates, Inc.

Edgewater Rehabilitation Associates, Inc.

Horizon Health & Rehabilitation, Inc.

**Kessler Assisted Living Corporation** 

Kessler Care Center at Cedar Grove, Inc.

Kessler Care Center at Great Falls, Inc.

Kessler Care Center at St. Cloud, Inc.

Kessler Institute for Rehabilitation, Inc.

Kessler Occupational Medicine Centers, Inc.

Kessler Physical Therapy & Rehabilitation, Inc.

Kessler Rehab Centers, Inc.

Kessler Rehab of Connecticut, Inc.

Kessler Rehabilitation of Florida, Inc.

Kessler Rehabilitation of Maryland, Inc.

Kessler Rehabilitation Services, Inc.

Pennsylvania Rehab, Inc.

Physical Therapy Associates, Inc.

Wilpage, Inc.

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# LOCATION OF COLLATERAL

Address of Hospitals/Offices	300 Executive Drive, West Orange, NJ 07052	721 Dresher Road, Horsham, PA 19044	N/A	N/A	365 Highland Avenue, Suite 102, Cheshire, CT 06410	<ol> <li>(1) 3372 Henderson Drive, Jacksonville, NC 28546</li> <li>(2) 503 Bowman Gray Dr., Suite A, Greenville, NC 27834</li> <li>(3) Kildare Woods Dr., Cary, NC 27511</li> <li>(4) 600 Newton Road, Raleigh, NC 27609</li> <li>(5) 2034 New Bern Avenue, Raleigh, NC 27610</li> </ol>	(1) 900 Skokie Blvd., Ste. 100, Northbrook, IL 60062 (2) 4920 E. State Street, Rockford, IL 61108	(1) 5010 Dorsey Hall Drive, Suite 102, Ellicott City, MD 21042	<ul><li>(2) 1726 Reiserstown Rd Baltimore, MD 21208</li><li>(3) 201 Milford Mill Road, Pikesville, MD 21208</li><li>(4) 1131 Baltimore Pike, Bel Air, MD 21014</li></ul>
State of Formation or Incorporation	DE	DE	DE	MA	CT	NC	II	MD	
Organi- zational ID Number	2700382	2954133	2723938	000623666	0610717	0226491	49617488	D03508389	
<u>Grantor</u>	Kessler Rehabilitation Corporation	Argosy Health, LLC	Atra Services, Inc.	Community Rehab Centers of Massachusetts, Inc.	Core Rehab Management, LLC	CRF Rehabilitation Associates, Inc.	Edgewater Rehabilitation Associates, Inc.	Horizon Health & Rehabilitation, Inc.	

Grantor	Organi- zational ID Number	State of Formation or Incorporation	Address of Hospitals/Offices
			<ul> <li>(5) 701 Revolution Street, Havre De Grace, MD 21078</li> <li>(6) 116 Defense Highway, Suite 101, Annapolis, MD 21401</li> <li>(7) 11119 Rockville Pike, Ste. 321, Rockville, MD 20852</li> <li>(8) 211-A Park Hill Drive, Fredericksburg, VA 22401</li> <li>(9) 210 England Street, Ashland, VA 23005</li> <li>(10) 121 Courthouse Lane, Bowling Green, VA 22427</li> <li>(11) 2525 Riva Road, Annapolis, MD 21401</li> <li>(12) 309 Thomas Run Road, Bel Air, MD 21208</li> <li>(13) 8227 Cloverleaf Drive, Ste. 300, Millersville, MD 21108</li> <li>(14) 608 Largo Road, Upper Marlboro, MD 20774</li> </ul>
Kessler Assisted Living Corporation	0100635438	N	N/A
Kessler Care Center at Cedar Grove, Inc.	0100690172	Ź	110 Grove Avenue, Cedar Grove, NJ 07009
Kessler Care Center at Great Falls, Inc.	0100618939	Ń	N/A
Kessler Care Center at St. Cloud, Inc.	0100690169	Ń	N/A
Kessler Institute for Rehabilitation, Inc.	0100690174	Ź	<ol> <li>(1) 1199 Pleasant Valley Way, West Orange, NJ 07052</li> <li>(2) 240 Central Avenue, East Orange, NJ 07018</li> <li>(3) 201 Pleasant Hill Road, Chester, NJ 07930</li> <li>(4) 300 Market Street, Saddle Brook, NJ 07663</li> <li>(5) 1465 Route 31, Annandale, NJ 08801</li> <li>(6) 21-29 W. 125th Street, Bayonne, NJ 07002</li> <li>(7) One Robertson Dr., Ste. 20, Bedminster, NJ 07921</li> <li>(8) 141 Route 46 East, Unit 4, Budd Lake, NJ 07828</li> </ol>

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Address of Hospitals/Offices	<ul> <li>(9) 177 Route 206, Chester, NJ 07930</li> <li>(10) 140 Central Avenue, Clark, NJ 07066</li> <li>(11) 1358 Broad Street, Clifton, NJ 07013</li> <li>(12) 1250 Route 27 &amp; Prospect Rd., Colonia, NJ 07067</li> <li>(13) 170 Changbridge Road, A-5, Montville, NJ 07045</li> <li>(14) 2595 Route 10 East, Morris Plains, NJ 07950</li> <li>(15) 125 Washington Avenue, Dumont, NJ 07028</li> <li>(16) Eight Edgeboro Road, East Brunswick, NJ 08816</li> <li>(17) 1036 Stuyvesant Ave., Union, NJ 07083</li> <li>(18) 61 Crescent Avenue, Waldwick, NJ 07463</li> <li>(19) 42 Fairfield Place, West Caldwell, NJ 07006</li> <li>(20) 333 Old Hook Road, Westwood, NJ 07675</li> <li>(21) 188 Broadway, Woodcliff Lake, NJ 07677</li> <li>(22) 17 White Horse Pike, Stes. 5 &amp; 7, Haddon Heights, NJ 08035</li> <li>(23) 100 Kingsway East, Ste. B4, Sewell, NJ 08084</li> <li>(24) 485 Williamstown New Freedom Rd., Sicklerville, NJ 08081</li> <li>(25) 113 E. Laurel Rd., Ste. 2, Stratford, NJ 08093</li> <li>(26) 935 Kings Highway, Ste. 600, West Deptford, NJ 08066</li> <li>(27) 1060 Old Broadway, Westville, NJ 08093</li> <li>(28) 1161 Burnt Tavern Road, Brick, NJ 07631</li> <li>(30) 214 Engle Street, Englewood, NJ 07631</li> <li>(31) 7700 River Road, North Bergen, NJ 07508</li> <li>(32) 33 Sicomac Road, North Haledon, NJ 07508</li> <li>(33) 52 Forest Avenue, Paramus, NJ 07652</li> <li>(34) 150 Triangle 17 Plaza, Ramsey, NJ 07446</li> </ul>
State of Formation or Incorporation	
Organi- zational ID Number	
Grantor	

Organi-         Zational ID         F           Number         In           Number         In           32         0100754652           0100754652         0100754652           2319469         2319469           256         26	State of Formation or Incorporation	<ul> <li>(35) 92 Route 23 North, Riverdale, NJ 07457</li> <li>(36) 449-B Market Street, Saddle Brook, NJ 07662</li> <li>(37) 461 Route 46, Fairfield, NJ 07004</li> <li>(38) 242 Tenth Street, Jersey City, NJ 07302</li> <li>(39) 3510 Route 66, Neptune, NJ 07753</li> <li>(40) Two Kathleen Drive, Jackson, NJ 08527</li> </ul>	FL 1025 E. 25 <sup>th</sup> Street, Hialeah, FL 33013	NJ N/A	DE (1) 1470 John Fitch Highway, Fitchburg, MA 01420 (2) 100 Independence Dr., Ste. 10, Hyannis, MA 02601 (3) 440 Grove Street, Worcester, MA 01605 (4) 400 Hemenway Street, Marlborough, MA 01752	CT N/A	FL (1) 4423 Northwest 6th Pl., Ste. B, Gainesville, FL 32607 (2) 236 NE 1st Avenue, High Springs, FL 32693 (3) 1901 SE 18th Ave., Ste. 102, Ocala, FL 34471 (4) 1250 N. Broadway Ave., Bartow, FL 33830 (5) 116 N. Kings Ave., Brandon, FL 33510 (6) 19 North Sixth Street, Ste. A, Haines City, FL 33844 (7) 600 El Paseo, Lakeland, FL 33805 (8) 109 West Highland Ave., Lakeland, FL 33813 (9) 1341 Medical Park Dr., Ste. 102, Melbourne, FL 32901 (10) 5747 Meadow Lane, New Port Richey, FL 34652
			P000000109	0100754652	2319469	0610715	P990000256 26

Address of Hospitals/Offices  1 or 1 or 1 or	<ul> <li>(12) 214 Alexander Street W., Plant City, FL 33566</li> <li>(13) 7570 J Starkey Road, Seminole, FL 33777</li> <li>(14) 2565 Capital Medical Blvd., Tallahassee, FL 32308</li> <li>(15) 500 E. Central Avenue, 3rd Fl., Winter Haven, FL 33880</li> <li>(16) 950 First Street, Ste. 202, Winter Haven, FL 33880</li> <li>(17) 38109 Market Square, Zephyrillis, FL 35542</li> <li>(18) 11380 Prosperity Farms Rd., Ste. 109, Palm Beach Gardens, FL 33410</li> <li>(19) 401 S. Lejeune Road, Ste. 301, Miami, FL 33134</li> <li>(20) 1029 E. 25th Street, Hialeah, FL 33013</li> <li>(21) 100360 Overseas Highway, Key Largo, FL 33037</li> <li>(22) 3156 Northside Drive, Key West, FL 33040</li> <li>(23) 10300 Sunset Drive, Ste. 282, Miami, FL 33173</li> <li>(24) 615 S. Hansell Street, Thomasville, GA 31792</li> </ul>	N/A	N/A	<ol> <li>(1) 550 Stanton-Christiana Blvd., Newark, DE 19713</li> <li>(2) Princeton U., Princeton Walk Blvd., Princeton, NJ 08540</li> <li>(3) 631 S. Chester Road, Swarthmore, PA 19081</li> <li>(4) 101 Bryn Mawr Ave, Ste. 330, Bryn Mawr, PA 19010</li> <li>(5) 444 North York Road, Ste. A1, Hatboro, PA 19040</li> <li>(6) 415 S. Providence Road, Media, PA 19063</li> <li>(7) 2401 Pennsylvania Ave, Unit 1D5, Philadelphia, PA 19130</li> <li>(8) 4000 N. 9<sup>th</sup> Street, Philadelphia, PA 19140</li> </ol>
State of Formation or Incorporation		MD	Ñ	PA
Organi- zational ID Number		D05230727	0100805836	750591
Grantor		Kessler Rehabilitation of Maryland, Inc.	Kessler Rehabilitation Services, Inc.	Pennsylvania Rehab, Inc.

Grantor	Organi- Zational ID Number	State of Formation or Incorporation	Address of Hospitals/Offices
			<ul> <li>(9) 3000 CG Zinn Road, Ste. 202, Thorndale, PA 19372</li> <li>(10) 8460 Limekiln Pike, Wyncote, PA 19095</li> <li>(11) 7807 Governor Printz Blvd., Claymont, DE 19703</li> <li>(12) 321 E. Eleventh Street, Wilmington, DE 19801</li> <li>(13) 160 West Germantown Pike, Norristown, PA 19401</li> <li>(14) 150 N. 20<sup>th</sup> Street, Philadelphia, PA 19103</li> <li>(15) 35-47 E. Baltimore Pike, Clifton Heights, PA 19018</li> <li>(16) 1201 Wilson Avenue, Bristol, PA 19007</li> <li>(17) 500 Sandy Bank Road, Upper Providence, PA 19063</li> <li>(18) 475 Norristown Road, Blue Bell, PA 19422</li> <li>(19) 4995 East Abbington Drive, Philadelphia, PA 19118</li> </ul>
Physical Therapy Associates, Inc.	042552528	MA	N/A
Wilpage, Inc.	0100310231	N	<ul> <li>(1) 11 Microlab Road, Livingston, NJ 07039</li> <li>(2) 18 Utter Avenue, Hawthorse, NJ 07506</li> <li>(3) 160 9<sup>th</sup> Avenue, Runnemede, NJ 08078</li> </ul>

# <u>Trademarks, Service Marks and Trade Names, and Applications for registration thereof</u> (all U.S.)

Trademark	Reg. No.	Reg. Date	Owner of Record
ARGOSY HEALTH	2,624,512	September 24, 2002	Kessler Rehabilitation Corporation
MOTIVATING THE CHALLENGED, CHALLENGING THE MOTIVATED	2,368,680	July 18, 2000	Kessler Rehabilitation Corporation
RISE ABOVE IT! KESSLER'S VIOLENCE PREVENTION PROGRAM & Design	2,310,424	January 25, 2000	Kessler Institute for Rehabilitation, Inc.
KESSLER	2,225,073	February 23, 1999	Kessler Rehabilitation Corporation
ON-SITE	1,861,543	November 1, 1994	ArgosyHealth, LLC
LERNER LYMPHEDEMA SERVICES ACADEMY	2,420,292	January 9, 2001	Kessler Rehab Centers, Inc.

# Registered Copyrights and Copyright Applications (all U.S.)

Title of Work	Reg. No.	Reg. Date	Owner of Record
Disability resource manual	TX2038923	February 2, 1987	Kessler Institute for Rehabilitation, Inc.
Physical therapy home exercise program	TXU505974	February 7, 1992	Kessler Institute for Rehabilitation, Inc.
SCI manual	TXU550713	January 11, 1993	Kessler Institute for Rehabilitation, Inc.
Sexuality reborn	PAU1708628	January 22, 1993	Kessler Institute for Rehabilitation, Inc.
Spinal cord injury manual	SR239760	January 27, 1997	Kessler Institute for Rehabilitation, Inc.
Spinal cord injury manual	PA849573	January 27, 1997	Kessler Institute for Rehabilitation, Inc.
Using a flowchart as an effective time-management approach to evaluation and	TXU852849	February 2, 1998	Kessler Institute for Rehabilitation, Inc.

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Title of Work	Reg. No.	Reg. Date	Owner of Record
treatment of patients with high-level spinal cord injuries using assistive technology devices			
1996 annual report of the Center for Research in Complementary and Alternative Medicine	TXU777215	December 24, 1996	Kessler Institute for Rehabilitation, Inc.

## **Patents and Patent Applications**

None.

### **Domain Names**

- 1. kessler-rehab.com
- 2. kesslerinstitute.com active DNS settings, redirected to main kessler-rehab page
- 3. kesslerrehab.com redirected to kessler-rehab.com main page
- 4. kesslerrehab.net redirected to kessler-rehab.com main page
- 5. kesslerrehab.org redirected to kessler-rehab.com main page
- 6. kesslerinstitute.net redirected to kessler-rehab.com main page
- 7. kesslerinstitute.org redirected to kessler-rehab.com main page
- 8. kessler-rehab.org
- 9. communityrehab.com inactive. DNS was managed by ns1.vitts.com but has apparently been abandoned.
- 10. lymphedemaservices.com active DNS settings, redirected to deep link at Kessler-rehab.com.

## **Proprietary Software**

Summit Software proprietary system for Onsite to track clinical information at skilled nursing facilities.

**Software Licenses:** The Company is currently determining whether there has been any overdevelopment, overuse, misuse or other unauthorized or unlicensed use on or prior to the Closing Date of computer hardware or software used in the Business and whether there has been any Losses in connection therewith.

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**RECORDED: 12/08/2003**