

MLC  
8.28.98  
RECORD  
TRADE

08-31-1998

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



To the Honorable Commissioner of Patents and Trade

documents or copy thereof.

100810079

1. Name of conveying party(ies):

First Source Financial LLP

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☒ Limited Liability Partnership (Illinois)

- ☐ Corporation  
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☒ Other Release of Agreement (Trademark)

Execution Date: July 24, 1998

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

Name: Healthfield, Inc.

Internal Address: 6666 Powers Ferry Road

City: Atlanta State: Georgia ZIP: 30339

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership

- ☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ Other

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 registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

1,637,226 1,675,442  
1,950,221

Additional numbers attached? ☐ Yes ☒ No

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

Name: VEDDER, PRICE, KAUFMAN & KAMMHOLZ

Attention: Tammy S. Settle

Internal Address:

Street Address: 222 North LaSalle Street  
Suite 2600

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 3

7. Total Fee (37 CFR 3.41) ..... \$ 90.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account  
(Any Deficiencies)

8. Deposit account number: 22-0259

(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.

Tammy S. Settle  
Name of Person Signing

Tammy S. Settle  
Signature

August 27, 1998  
Date

04/28/1998 SSMITH 00000177 1637226

Total number of pages including cover sheet, attachments, and document: 10

01 FC:481  
02 FC:482

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1773 FRAME: 0469

ATTACHMENT 1  
to  
Agreement  
(Trademark)

**Item A.            Trademarks**

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	"The Hug Center" and Bear Logo	1637226	March 5, 1991
USA	Bear Logo	1675442	February 11, 1992
USA	"Single Option"	1950221	January 23, 1996

Pending Trademark Applications

None

Trademark Applications in Preparation

None

**Item B.            Trademark Licenses**

None

ATTACHMENT 1  
to  
Agreement  
(Trademark)

**Item A.            Trademarks**

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
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Pending Trademark Applications

None

Trademark Applications in Preparation

None

**Item B.            Trademark Licenses**

None

### **RELEASE OF AGREEMENT (TRADEMARK)**

This Release of Agreement (Trademark) (this "Release") is made as of the 24<sup>th</sup> day of July, 1998 between First Source Financial LLP, an Illinois registered limited liability partnership, having its principal place of business at 2850 West Golf Road, Rolling Meadows, Illinois 60008 (hereinafter referred to as the "Lender"), and Healthfield, Inc., a Delaware corporation (hereinafter referred to as the "Company").

WHEREAS, the Company mortgaged, pledged and assigned to the Lender all (a) trademarks, trade names, corporate names, company names, business names, trade styles, service marks, certification marks, collective marks, logos, other sources of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (collectively, the "Trademarks"), (b) all Trademark licenses, (c) reissues, extensions or renewals of the foregoing, (d) the goodwill of the Company's business connected with and symbolized by the trademarks, and (e) all proceeds of, and rights associated with the foregoing, (collectively, the "Collateral"), pursuant to that certain Agreement (Trademark) executed by the Company and accepted by the Lender as of September 27, 1996 (a copy of which is attached hereto as Attachment I) and recorded with the United States Patent and Trademark Office on Reel 1510, Frame 0240 (the "Agreement"); and

WHEREAS, the Lender has agreed to terminate the security interests granted to the Lender by the Company under the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Lender hereby agree as follows:

1. Subject to the terms herein, the Lender hereby terminates the Agreement, and releases all mortgages, security interests and liens held by the Lender therein.
2. The Company shall pay and save the Lender harmless against all costs, expenses and liabilities which may be incurred by the Lender in connection with this Release.
3. This Release may be executed in any number of counterparts which when taken together shall be deemed to constitute one and the same document.
4. This Release shall be governed by and construed in accordance with Federal law and, to the extent applicable, the internal laws (as opposed to the conflict of law principles) of the State of Illinois.

IN WITNESS WHEREOF, the Lender and the Company have caused this Release to be executed by their duly authorized officers as of the date first above written.

FIRST SOURCE FINANCIAL LLP

By: FIRST SOURCE FINANCIAL, INC.  
Its: Manager

By:  \_\_\_\_\_

HEALTHFIELD, INC.

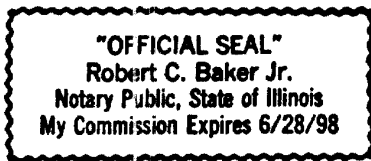
By:  \_\_\_\_\_

STATE OF ILLINOIS       )  
                                      ) SS.  
COUNTY OF COOK        )

I, the undersigned, a Notary Public in and for said State and County do hereby certify that Edward J. Seaborn, personally known to me to be the SECRETARY of First Source Financial LLP, an Illinois registered limited liability partnership, and personally known to me to be the same person whose name is subscribed to the foregoing Release of Agreement (Trademark), appeared before me this day and acknowledged that he duly signed and delivered the said assignment as such officer of said banking association as his free and voluntary act and as the free and voluntary act and deed of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of this 20<sup>th</sup> day of June, 1998.

(NOTARIAL SEAL)



[Signature]  
Notary Public

My commission expires: 6/28/98

ATTACHMENT I

[See Attached]

CHI2:213633.1 06.25.98 15.47

TRADEMARK  
REEL: 1773 FRAME: 0475

**AGREEMENT**  
**(Trademark)**

THIS AGREEMENT (TRADEMARK), dated as of September 27, 1996 (this "Agreement"), between HEALTHFIELD, INC., a Delaware corporation ("Debtor"), and FIRST SOURCE FINANCIAL LLP, an Illinois registered limited liability partnership ("Lender");

**W I T N E S S E T H:**

WHEREAS, pursuant to a Secured Credit Agreement, dated as of September 27, 1996 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Secured Credit Agreement"), among Healthfield, Inc., The Hug Center of Atlanta, Inc., The Hug Center of Alabama, Inc., Metro Home Health Services, Inc., Care at Home Rehab, Inc., Care at Home, Inc. and Lender, Lender has extended Commitments to make Loans to Debtor; and

WHEREAS, in connection with the Secured Credit Agreement, Debtor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, as a condition precedent to the making of the initial Loans under the Secured Credit Agreement, Debtor is required to execute and deliver this Agreement and to grant to Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Liabilities; and

WHEREAS, Debtor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make Loans (including the initial Loans) to Debtor pursuant to the Secured Credit Agreement, Debtor agrees, for the benefit of Lender, 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 Security Agreement.



**SECTION 2. Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Liabilities, Debtor does hereby mortgage, pledge and assign to Lender, and grant to Lender a continuing security interest in, all of the following property (the "Trademark Collateral"), whether now or hereafter owned, acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing items in this clause (a) being called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by Debtor for the purpose of registering the security interest of Lender in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Lender under the Security Agreement. The Security Agreement (and all rights and remedies of Lender thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4.        Release of Security Interest.** Upon payment in full of all Liabilities and the termination of all Commitments, Lender shall, at Debtor's expense, execute and deliver to Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.


**SECTION 5.        Acknowledgment.** Debtor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 6.        Related Document, etc.** This Agreement is a Related Document executed pursuant to the Secured Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Secured Credit Agreement.

**SECTION 7.        Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

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.

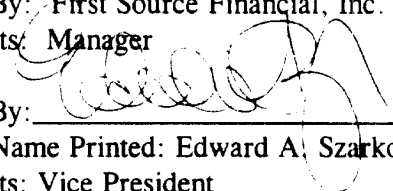
HEALTHFIELD, INC.

By:   
Name Printed: Rodney D. Windley  
Its: President

6666 Powers Ferry Road  
Atlanta, Georgia 30339

Attention: President  
Telecopy: (770) 953-0697  
Telephone: (770) 953-9510

FIRST SOURCE FINANCIAL LLP

By: First Source Financial, Inc.  
Its: ~~Manager~~  
By:   
Name Printed: Edward A. Szarkowicz  
Its: Vice President

2850 West Golf Road - Fifth Floor  
Rolling Meadows, Illinois 60008  
Attention: Contract Administration  
Telecopy: (708) 734-7910, 7911  
Telephone: (708) 734-2000