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original documents or copy thereof.

Name of conveying party(ies):

Banc of America Commercial Finance  
Corporation, as Agent

Individual(s)

☐ Association

General Partnership

☐ Limited Partnership

X Corporation-State

Other

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

Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Termination of Security Interest

Execution Date: November 16, 2001

2. Name and address of receiving party(ies)

Name: Comphealth Associates, Inc.

Internal Address:

Street Address: 4021 S. 700 East

City: Salt Lake City State: UT ZIP: 84107

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☐ Corporation-State☐ OtherIf 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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,466,512

JAN 28 2002

Additional numbers attached? ☐ Yes ☒ No

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

Name: Laura Konrath

Internal Address: Winston &amp; Strawn

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

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:

N/A

(Attach duplicate copy of this page if paying by deposit account)

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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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK  
REEL: 002442 FRAME: 0738

TERMINATION OF SECURITY INTEREST  
(Trademarks)

This TERMINATION OF SECURITY INTEREST, dated as of November 16, 2001, is made by BANC OF AMERICA COMMERCIAL FINANCE CORPORATION, as agent (the "Agent").

WHEREAS, COMPHEALTH ASSOCIATES, INC. formerly known as Weatherby Associates, Inc. (the "Grantor") has granted a security interest in certain personal property to the Agent, including without limitation a security interest in certain trademarks (the "Trademarks"); and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation the Trademarks identified on Schedule 1 hereto, as herein provided;

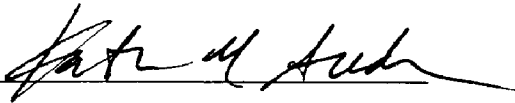
NOW, THEREFORE, for valuable consideration, the Agent hereby terminates and releases all mortgages, liens and security interests granted to the Agent in the following Trademarks:

1. each trademark, trademark registration and trademark registration application of the Grantor, including, without limitation, the trademarks, trademark registrations and trademark registration applications referred to in Schedule 1 attached hereto; and
2. each trademark license to which the Grantor is a party.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

BANC OF AMERICA COMMERCIAL  
FINANCE CORPORATION, as Agent

By:   
Title: Senior Vice President

Signature Page to  
Termination of Security Interest

CH1:949175.1

TRADEMARK  
REEL: 002442 FRAME: 0740

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

Trademark	Reg. No.	Reg. Date
Weatherby Health Care	1,466,512	

**TRADEMARK APPLICATIONS**

Mark                      Date Filed                      Serial No.  
None.

**TRADEMARK LICENSES**

Agreement                      Parties                      Date of Agreement                      Subject Matter

As Licensee  
None.

As Licensor  
None.