



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RE 7

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Facet Technologies, LLC

10-29-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other limited liability company

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: October 22, 2002

2. Name and address of receiving party(ies)

Name: HFG Healthco-4, LLC Internal c/o Healthcare Finance Group, as Program Address: Manager

Street Address: 110 Wall Street

City: New York State: NY Zip: 10005

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company

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) 2,075,951

Additional number(s) attached Yes No

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

Name: Lauren Ianacone, Esq.

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

Lauren Ianacone, Esq.

Name of Person Signing

Signature

October 24, 2002

Date

Total number of pages including cover sheet, attachments, and document: 5

11/05/2002 DBYRME 00000043 2075951

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40.00 125.00

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

Doc # 30346503.PDF

Trademarks Owned by Facet Technologies, LLC

<u>Trademark</u>	<u>Registration Date/Filing Date</u>	<u>Registration Number/ Application Number</u>
Carelet	7/1/97	2,075,951
Cleanlet	8/15/95	1,912,413
Driving Ideas to Market...at the Speed of Innovation	1/8/02	78/101,483
Fasttrack	12/27/01	78/100,082
Gainor Medical	3/3/98	2,139,970
Sureseal	4/12/01	76/240,033

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Facet Technologies, LLC, a Georgia limited liability company (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor and HFG HEALTHCO-4 LLC, the lender (the "Assignee") are parties to the Loan and Security Agreement dated as of the date hereof, and Assignee is desirous of having a security interest and mortgage in favor of the Assignee on the above-identified property in order to secure the payment of certain obligations of Assignor now or hereafter owing to the Assignee;

WHEREAS, Assignor has entered into a Security Agreement and Mortgage -Trademarks and Patents dated the date hereof (as it may be amended, supplemented, or otherwise modified from time to time, the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is c/o Healthcare Finance Group, Inc. 110 Wall Street, 2nd Floor, New York, New York, 10005.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as of the 22 day of October, 2002.

FACET TECHNOLOGIES LLC

By: Yvonne V. Scarpino
Name: YVONNE V. SCARPINO
Title: TREASURER