

02-19-2003



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102367073

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

1. Name of conveying party(ies):
Pioneer Valley Hospital, Inc. **2. 17.03**
3460 South Pioneer Parkway
West Valley City, UT 84120
 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: Bank of America, N.A., as Collateral Agent
Internal Address: CA5-701-05-19
Street Address: 1455 Market Street, 5th Floor
City: San Francisco State: CA Zip: 94103
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association
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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Notice of Grant of Security Interest
Execution Date: February 7, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1441193

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Steven D. Thomas
Internal Address: Moore & Van Allen, PLLC
Street Address: 2200 West Main Street
Suite 800
City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: 01
7. Total fee (37 CFR 3.41).....\$ 40.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
50-2316

DO NOT USE THIS SPACE

9. Signature.
Steven D. Thomas
Name of Person Signing
Steven D. Thomas
Signature
February 12, 2003
Date
04

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

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

02/14/2003 DBYRNE 00000140 1441193
01 FC:8521 40.00 DP

TRADEMARK
REEL: 002673 FRAME: 0260

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

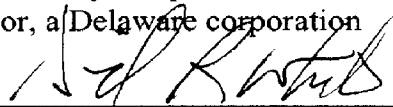
Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of February 7, 2003 (the "Security Agreement") by and among the Assignors party thereto (each an "Assignor" and collectively, the "Assignors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Obligations referenced therein, the undersigned Assignor has granted a continuing security interest in and continuing lien upon, the trademarks and trademark applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Obligations.

The undersigned Assignor and the Collateral Agent, on behalf of the holders of the Obligations, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

Very truly yours,

Pioneer Valley Hospital, Inc.,
Assignor, a Delaware corporation

By: 
Name: David R. White
Title: President and CEO

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

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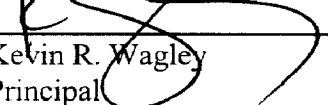
Very truly yours,

PIONEER VALLEY HOSPITAL, INC.,
a Delaware Corporation

By: _____
Name: _____
Title: _____

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By:  _____
Name: Kevin R. Wagley
Title: Principal