

FORM PTO-1594 (Rev. 6-93)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

Atty Docket No. 48687.263109

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

1. Name of conveying party(ies): **Four Seasons Healthcare, Inc., a Delaware corporation; Healthfield Home Health, Inc., a Georgia corporation; Healthfield Hospice Services, Inc., a Georgia corporation; Healthfield, Inc., a Delaware corporation; Healthfield Care at Home, Inc., a Georgia corporation; Mid-South Home Health Agency, Inc., a Delaware corporation and Mid-South Home Care Services, Inc., a Georgia corporation**

- Individuals(s) Association
- General Partnership Limited Partnership
- Corporation-State
- Other - _____

Additional names(s) of conveying party(ies) attached Yes No

2. Name and address of receiving party(ies)
Name: **Chatham Capital Management II, LLC**

Internal Address: **Suite 270**

Street Address: **100 Galleria Parkway**

City: **Atlanta** State: **GA** Zip: **30339**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other - **Delaware Limited Liability Company**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

Additional names(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: **September 25, 2003**

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s):

Additional numbers attached?

B. Trademark Registration No.(s) **1,675,442**

Yes No

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

Name: **William H. Brewster**

Internal Address: **Kilpatrick Stockton LLP**

Street Address: **1100 Peachtree St., Suite 2800**

City: **Atlanta** State: **GA** Zip: **30309**

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ **40.00**

Enclosed

Authorized to be charged to deposit account

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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.

Valetta A. Northcutt

Name of Person Signing

Signature

Date

Valetta Northcutt

10/2/03

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

CH \$40.00 110860 1676442

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 25, 2003, by and among each of the Grantors identified as such on the signature page hereof (each a "Grantor" and collectively, the "Grantors"), in favor of **CHATHAM CAPITAL MANAGEMENT II, LLC**, a Delaware limited liability company ("Agent"), in its capacity as Agent for Purchasers (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of the date hereof by and among the Grantors, Agent, Chatham Investment Fund II, LLC ("Chatham Fund") and Fortress Credit Opportunities I LP ("Fortress"; Fortress and Chatham Fund, collectively, the "Purchasers") (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Purchase Agreement"), the Purchasers have agreed to severally purchase an aggregate principal amount of \$12,500,000 of the 12% Series A Senior Subordinated Secured Notes and 14% Series B Senior Subordinated Secured Notes of Healthfield, Inc. (the "Notes");

WHEREAS, Agent and Purchasers are willing to purchase the Notes as provided for in the Purchase Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for itself and the ratable benefit of Purchasers, the Security Agreement and Subsidiary Security Agreement, each dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, Grantors are required to execute and deliver to Agent, for itself and the ratable benefit of Purchasers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Purchase Agreement.

(a) "Trademark License" means rights under any written agreement now owned or hereafter acquired by any Credit Party granting any right to use any Trademark; and

(b) "Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by any Credit Party: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith,

including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN TRADEMARK

COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Purchasers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Purchasers, pursuant to the Security Agreements. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each undersigned Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FOUR SEASONS HEALTHCARE, INC.

HEALTHFIELD, INC.

By: [Signature]
Name: Rod Windley
Title: Chairman & CEO

By: [Signature]
Name: Rod Windley
Title: Chairman & CEO

HEALTHFIELD HOME HEALTH, INC.

HEALTHFIELD CARE AT HOME, INC.

By: [Signature]
Name: Rod Windley
Title: Chairman & CEO

By: [Signature]
Name: Rod Windley
Title: Chairman & CEO

HEALTHFIELD HOSPICE SERVICES, INC.

MID-SOUTH HOME HEALTH AGENCY, INC.

By: [Signature]
Name: Rod Windley
Title: Chairman & CEO


By: [Signature]
Name: Rod Windley
Title: Chairman & CEO


MID-SOUTH HOME CARE SERVICES, INC.

By: [Signature]
Name: Rod Windley
Title: Chairman & CEO

TC/NC ACQUISITION COMPANY

TC/SC ACQUISITION COMPANY

By: 
 Name: Rod Winkley
 Title: Chairman & CEO

By: 
 Name: Rod Winkley
 Title: Chairman & CEO

Acknowledged and agreed to by:

CHATHAM CAPITAL MANAGEMENT II, LLC

By:

By: _____
 Name: _____
A member of its Board of Managers

TC/NC ACQUISITION COMPANY

TC/SC ACQUISITION COMPANY

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Acknowledged and agreed to by:

CHATHAM CAPITAL MANAGEMENT II, LLC

By:

By: 
Name: BRIAN G. REYNOLDS
A member of its Board of Managers

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
)
COUNTY OF Fulton) ss.

R. D. Whalley, On this 25 day of September, 2003 before me personally appeared
proved to me on the basis of satisfactory evidence to be the person who
executed the foregoing instrument on behalf of Four Seasons Healthcare, Inc., who being by me
duly sworn did depose and say that he is an authorized officer of said corporation, that the said
instrument was signed on behalf of said corporation as authorized by its Board of Directors and
that he acknowledged said instrument to be the free act and deed of said corporation.

B. E. J. Jackson
Notary Public

Notary Public, DeKalb County, GA
My Commission Expires January 15, 2006

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
) ss.
COUNTY OF Fulton)

On this 25 day of September, 2003 before me personally appeared RD Windley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Healthfield, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Betha Jackson

Notary Public
Notary Public, DeKalb County, GA
My Commission Expires January 15, 2006

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia
COUNTY OF Fulton

ss.


On this 28 day of September, 2003 before me personally appeared R. D. [Signature], proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Healthfield Care at Home, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public
Notary Public, DeKalb County, GA
My Commission Expires January 15, 2006

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia)
COUNTY OF Fulton) ss.

RW Willey . On this 25 day of September, 2003 before me personally appeared RW Willey, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Healthfield Hospice Services, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

**Notary Public, DeKalb County, GA
My Commission Expires January 15, 2006**

ACKNOWLEDGMENT OF GRANTOR

STATE OF Georgia
COUNTY OF Fulton)
ss.

On this 25 day of September, 2003 before me personally appeared RD Winkley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of TC/SC Acquisition Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Beth J. Jackson
Notary Public

Notary Public, DeKalb County, GA
My Commission Expires January 15, 2006

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Please see attached.

Intellectual Property

Trademarks

Company	Mark	Registration No.
Four Seasons Healthcare, Inc.	Four Seasons Healthcare	N/A; Common law rights
Four Seasons Healthcare, Inc.	Four Seasons Logo (Square with Medical Symbol Inside)	N/A; Common law rights
Healthfield, Inc.	Miscellaneous Design (Bear in Circle)	U.S. Reg. No. 1675442 Reg. Date 2/11/92
Healthfield, Inc.	Healthfield	N/A; Common law rights
Healthfield Home Health Inc.	Healthfield Home Health	N/A; Common law rights
Healthfield Care at Home, Inc.	Healthfield Care at Home	N/A; Common law rights
Healthfield Hospice Services, Inc.	Healthfield Hospice Services	N/A; Common law rights
Mid-South Home Health Agency, Inc.	Mid-South Home Health Agency	N/A; Common law rights
Mid-South Home Care Services, Inc.		N/A; Common law rights
TC/NC Acquisition Company	TC/NC Acquisition Company	N/A; Common law rights
TC/NC Acquisition Company	Total Care*	N/A; Common law rights
TC/NC Acquisition Company	Total Care Logo (Hands Inside House)*	N/A; Common law rights
TC/SC Acquisition Company	TC/SC Acquisition Company	N/A; Common law rights
TC/SC Acquisition Company	Total Care*	N/A; Common law rights
TC/SC Acquisition Company	Total Care Logo (Hands Inside House)*	N/A; Common law rights

*Note: Both TC/NC Acquisition Company and TC/SC Acquisition Company have used the noted marks.

Copyrights

Each of the Credit Parties possesses copyrighted manuals and other written materials covering operations, sales, marketing, training and other matters incidental to its respective business. However, none of the Credit Parties in the ordinary course register such materials with the U.S. Copyright Office.

Patents

None of the Credit Parties possesses any patents.