

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Termination and Release of Security Interest
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fleet National Bank, as Administrative Agent		03/23/2004	national banking association: UNITED STATES

RECEIVING PARTY DATA	
Name:	Southeastern Emergency Physicians, Inc.
Street Address:	1900 Winston Road
Internal Address:	Suite 300
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37919
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	1954142	SEP
Registration Number:	1918285	SOUTHEASTERN EMERGENCY PHYSICIANS

CORRESPONDENCE DATA	
Fax Number:	(919)286-8199
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 286-8041
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	2200 West Main Street
Address Line 2:	Suite 800
Address Line 4:	Durham, NORTH CAROLINA 27705

ATTORNEY DOCKET NUMBER:	017625.2651
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NAME OF SUBMITTER:	Ellen A. Rubel
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Total Attachments: 4

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TERMINATION AND RELEASE OF SECURITY INTEREST

TERMINATION AND RELEASE dated as of March 23, 2004, from **FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT** (the "Secured Party") with offices at 100 Federal Street, Boston, MA 02110, to **SOUTHEASTERN EMERGENCY PHYSICIANS, INC.**, a Tennessee corporation (the "Assignor"), with its principal offices at 1900 Winston Road, Suite 300, Knoxville, TN 37919.

WITNESSETH:

WHEREAS, a security interest (the "Security Interest") was granted by the Assignor to the Secured Party, for the ratable benefit of the Secured Party and certain other parties, in certain collateral, including the Intellectual Property Collateral (as hereinafter defined);

WHEREAS, the Security Interest was recorded with the U.S. Patent & Trademark Office on May 23, 2002 at Reel 2513 Frame 0809;

WHEREAS, the Secured Party now desires to terminate and release the entirety of its Security Interest in the Intellectual Property Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Secured Party hereby states as follows:

1. Definitions: The term "Intellectual Property Collateral," as used herein, shall mean, as of the date hereof, all of the Assignor's right, title and interest of every kind and nature in:
 - (a) all of Assignor's United States and foreign patents and patent applications, including those identified on Schedule I, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;
 - (b) all of Assignor's United States and foreign trademarks, trade names, trade dress, service marks, trademark and service mark registrations, and applications for trademark or service mark registration and any renewals thereof, including those identified in Schedule I, attached hereto and incorporated herein by reference, including all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto (including without limitation damages for past or future infringements thereof), the right to sue or otherwise recover for all past, present and future infringements thereof, all rights corresponding thereto throughout the world (but only such rights as now exist or may come to exist under applicable local law) and all other rights of any kind whatsoever of each Assignor accruing thereunder or pertaining thereto,

together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark and service mark;

(c) all of such Assignor's right, title and interest, whether now owned or hereafter acquired, in and to all United States and foreign copyrights and copyright applications, including those identified on Schedule I, attached hereto and incorporated herein by reference, including the right to recover for all past, present and future infringements thereof and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of such Assignor accruing thereunder or pertaining thereto;

(d) all license agreements regarding items (a)-(c) with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including those listed on Schedule I, attached hereto and incorporated herein by reference, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Security Agreement) now or hereafter owned by such Assignor and now or hereafter covered by such licenses; and

(e) all proceeds of any of the foregoing.

2. Release of Security Interest: The Secured Party hereby terminates, releases, discharges, quitclaims and relinquishes its Security Interest in the Intellectual Property Collateral, and any right, title or interest of the Secured Party in such Intellectual Property Collateral shall hereby cease and become void.

3. Further Assurances: The Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

FLEET NATIONAL BANK, AS
ADMINISTRATIVE AGENT

By: Ginger Stolzenhaller

Name: Ginger Stolzenhaller

Title: Managing Director

STATE OF Mass)
)
COUNTY OF Suffolk)

ss.:

On this 22nd day of March, 2004, before me personally appeared Ginger Stolzenhaller to me known who, being by me duly sworn, did depose and say that he/she is Managing Director of FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by FLEET NATIONAL BANK, AS ADMINISTRATIVE AGENT.

Susan L. Koulouris
Notary Public
Susan L. Koulouris
My commission expires 7-16-10

(Affix Seal Below)

Schedule I

SOUTHEASTERN EMERGENCY PHYSICIANS, INC.

U.S. Patents

None Listed

Foreign Patents

None listed

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
SEP	1954142	2/6/96
SOUTHEASTERN EMERGENCY PHYSICIANS	1918285	9/12/95

Foreign Trademarks

None Listed

Canadian Trademarks

None Listed

U.S. Copyrights

None listed

Licenses

None listed