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

Tab settings

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

8-2-04

1. Name of conveying party(ies): Finova Capital Corporation 311 S. Wacker Drive, Ste. 4400 Chicago, IL 60606

2. Name and address of receiving party(ies) Name: Healthfield, Inc. Internal Address: Street Address: 6666 Powers Ferry Rd, Ste. 328 City: Atlanta State: GA Zip: 30339

3. Nature of conveyance: [ ] Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [x] Other Termination of Security Interest Execution Date: July 29, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1637226, 1675442, 2334164

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christina McClure Internal Address: Street Address: Latham & Watkins 233 S. Wacker Drive, Suite 5800 City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41) \$ 90.00 [x] Enclosed [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Christina McClure Name of Person Signing Signature July 30, 2004 Date

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

08/04/2004 MGETACHE 00000003 1637226

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

01 FC:8521 40.00 OP 02 FC:8522 50.00 OP 03 FC:8031 120.00 OP

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of July 29, 2004 by Finova Capital Corporation ("Finova").

WHEREAS, Healthfield Holdings, Inc., Healthfield, Inc., The HUG Center of Atlanta, Inc., The HUG Center of Alabama, Inc., Home Health, Inc., Healthfield Rehab, Inc., Healthfield Care at Home, Inc., Healthfield Hospice Services, Inc., (the "Borrowers") and Finova Capital Corporation, ("Lender") entered into that certain Trademark Security Agreement, dated as of July 24, 1998 (as amended, restated, supplemented or otherwise modified, the "Trademark Agreement");

WHEREAS, the Trademark Agreement granted Finova a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights (collectively, the "Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto, as security for certain obligations of Borrowers to Finova (the "Obligations");

WHEREAS, Finova recorded the Trademark Agreement on August 28, 1998 at Reel 1773, Frame 0687 in the United States Patent and Trademark Office ("PTO"); and

WHEREAS, Borrowers have satisfied all of the Obligations and has requested that Finova release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Finova hereby agrees as follows:

Finova hereby fully releases and terminates its security interests in and liens on:

(a) all of Borrowers' now existing or hereafter acquired right, title and interest in and to all Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Borrowers' business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by any Borrower against third parties for infringement of the Trademarks or of any license with respect thereto.

Finova further agrees, at the sole cost and expense of Borrowers, to authorize or perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

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IN WITNESS WHEREOF, Finova has caused this Release of Trademarks to be duly executed as of the day and year first above written.

**FINOVA CAPITAL CORPORATION**

By:

Name:

Title:

  
\_\_\_\_\_  
Philip S. Clark  
\_\_\_\_\_  
Vice President  
\_\_\_\_\_

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TRADEMARK  
REEL: 002908 FRAME: 0703

SCHEDULE A  
TO  
RELEASE OF TRADEMARKS

TRADEMARK	REG. NO./ SERIAL NO.	ISSUE DATE/ FILING DATE
Miscellaneous Design (Bear in Circle)	1675442	02/11/1992
THE HUG CENTER (Bear in Circle)	1637226	03/05/1991
HEALTHFIELD, INC.	2334164	03/28/2000