

07-06-2005



MRO
7/6/05

REC
T

102941730

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

The Healthfield Group, Inc.
6666 Powers Ferry Road
Atlanta, GA 30339

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 30, 2005

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Residential Funding Corporation

Internal Address: _____

Street Address: 4650 S.W. Macadam, Suite 240

City: Portland

State: OR

Country: USA Zip: 97239

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/627,824
78/627,840

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Miscellaneous Design (Caduceus within square) filed May 11, 2005
Miscellaneous Design (Bird w/sunset behind it) filed May 11, 2005

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

Name: Christina McClure

Internal Address: _____

Street Address: c/o Latham & Watkins
233 S. Wacker Drive, Suite 5800

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 876-6557

Fax Number: (312) 993-9767

Email Address: christina.mcclure@lw.com

6. Total number of applications and registrations involved:

two

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Christina McClure

BYRNE 00000028 78627824

Signature

July 5, 2005

Date

40.00 DR
25.00 UP
120.00 NP
Name of Person Signing
Christina McClure

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

6

07/07/2005 D
01 FC:8521
02 FC:8522
03 FC:8523

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2005, by THE HEALTHFIELD GROUP, INC., a Delaware Corporation ("Grantor"), in favor of RESIDENTIAL FUNDING CORPORATION, a Delaware corporation, as Lender.

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Loan and Security Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties and Lender (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of the Borrowers party thereto;

WHEREAS, Grantor directly or indirectly owns 100% of the outstanding Stock of Borrowers and as such will derive direct and indirect economic benefits from the making of the Loans and other financial accommodations provided to Borrowers pursuant to the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender 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, 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 Loan Agreement.

"Trademark License" means rights under any written agreement now owned or hereafter acquired by any Borrower granting any right to use any Trademark.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure Grantor's Obligations under the Loan Agreement, Grantor hereby grants to Lender a continuing first priority security interest in all of 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

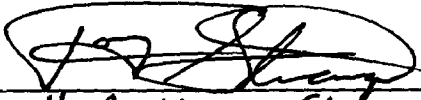
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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

[Signature page follows]

IN WITNESS WHEREOF, 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.

THE HEALTHFIELD GROUP, INC.

By: 
Name: H. Anthony Strange
Title: President and C.OO

Signature Page for Trademark Security Agreement

TRADEMARK
REEL: 003118 FRAME: 0609

ACCEPTED AND ACKNOWLEDGED BY:

RESIDENTIAL FUNDING CORPORATION

By: 

Name: Arnold J. Brown

Title: VP President

Signature Page for Trademark Security Agreement

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Company	Mark	Registration No.
The Healthfield Group, Inc.	Miscellaneous Design (Caduceus within square)	U.S. Apln. No. 78/627,824 Filed May 11, 2005
The Healthfield Group, Inc.	Miscellaneous Design (Bird w/sunset behind it)	U.S. Apln. No. 78/627,840 Filed May 11, 2005