

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Miavita, Inc.		01/19/2006	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Collateral Agent		
<b>Street Address:</b>	231 South LaSalle Street		
<b>Internal Address:</b>	IL1-231-08-30		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60604		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2646360	MIAVITA	
<b>Serial Number:</b>	76472584	MIAVITA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919 286-8049		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	327000.10857NTMIAVITA1CLE		
<b>NAME OF SUBMITTER:</b>	Charles L. Evans		

OP \$65.00 2646360

Signature:

/Charles L. Evans/

Date:

02/23/2006

Total Attachments: 4

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NOTICE  
OF  
GRANT OF SECURITY INTEREST  
IN  
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement (First Lien) dated as of January 19, 2006 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors from time to time party thereto (each an "Grantor" and collectively, the "Grantors"), Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein and Bank of America, N.A., as Control Agent (the "Control Agent") on behalf of the Collateral Agent (for the benefit of the holders of the Secured Obligations), the undersigned Grantor 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 Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured 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,

MIAVITA, INC.,  
a Georgia corporation

By: 

Name: Roberta L. McCaw

Title: Secretary

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS  
CREDIT AGREEMENT  
MATRIA HEALTHCARE, INC.

**TRADEMARK**  
**REEL: 003252 FRAME: 0399**

Acknowledged and Accepted:

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

By: 

Name:

KRISTINE THENNES

Title:

Vice President

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS  
CREDIT AGREEMENT  
MATRIA HEALTHCARE, INC.

**TRADEMARK**  
**REEL: 003252 FRAME: 0400**

Schedule 1  
**Miavita, Inc.**  
**(Georgia Corporation)**

**U.S. Trademarks**

**Registered Mark**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
MIAVITA	2646360	11/5/02

**Pending Application**

<b>Mark</b>	<b>Application No.</b>	<b>Filing Date</b>
MIAVITA	76472584	11/27/02

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