

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Collateral Agent		09/01/2006	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Matria Healthcare, Inc.
Street Address:	1850 Parkway Place
Internal Address:	12th Floor
City:	Marietta
State/Country:	GEORGIA
Postal Code:	30067
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2877942	FACET TECHNOLOGIES
Registration Number:	2841853	FACET TECHNOLOGIES
Registration Number:	2745320	FACET TECHNOLOGIES
Registration Number:	2738887	FACET

CORRESPONDENCE DATA

Fax Number: (919)416-8339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919 286-8049

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: Moore & Van Allen PLLC

Address Line 1: 430 Davis Drive

Address Line 2: Suite 500

Address Line 4: Morrisville, NORTH CAROLINA 27560

900058389

TRADEMARK
REEL: 003393 FRAME: 0836

OP \$115.00 2877942

ATTORNEY DOCKET NUMBER:	327000.10857TTMATRIA2EAR
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	09/20/2006
Total Attachments: 2 source=term-t matria2#page1.tif source=term-t matria2#page2.tif	

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of September 1, 2006, is made by Bank of America, N.A., as Collateral Agent (the "**Secured Party**").

WHEREAS, Matria Healthcare, Inc. (the "**Grantor**") has granted a security interest in certain personal property to the Secured Party, including without limitation a security interest in certain trademarks, trademark applications, and/or trademark licenses ("**Trademarks**");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on February 23, 2006 at Reel 3252 and Frame 0639; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in certain Trademarks identified on Schedule A attached hereto.

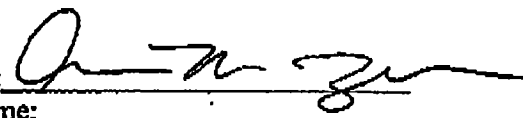
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in the following Trademarks:

1. all of Grantor's Trademarks identified on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark identified on Schedule A; and
3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark identified on Schedule A or (ii) injury to the goodwill associated with any Trademark identified on Schedule A.

IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank of America,
as Collateral Agent

By: 
Name: _____
Title: _____

Anne M. Zeschke
Assistant Vice President

Schedule A

**Matria Healthcare, Inc.
(Delaware Corporation)**

U.S. Trademarks

Registered Marks

Mark	Registration No.	Registration Date
FACET TECHNOLOGIES	2877942	8/24/04
FACET TECHNOLOGIES	2841853	3/11/04
FACET TECHNOLOGIES	2745320	7/29/03
FACET	2738887	7/15/03

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