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		108/15/2005	national banking association: UNITED STATES

RECEIVING PARTY DATA

Name:	Bio Partners In Care, Inc.		
Street Address:	1640 Century Center Parkway		
Internal Address:	Suite 101		
City:	Memphis		
State/Country:	TENNESSEE		
Postal Code:	38134		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2691877	BIOPARTNERS IN CARE
Registration Number:	2637564	BIO-FEEDBACK

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

 NAME OF SUBMITTER:
 John E. Slaughter

 Signature:
 /John E. Slaughter/

TRADEMARK REEL: 003159 FRAME: 0204

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Date:	09/14/2005			
Total Attachments: 3				
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TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, dated as of August 18, 2005, is made by Bank of America, N.A., as Collateral Agent (the "<u>Secured Party</u>").

WHEREAS, Bio Partners In Care, Inc. (the "<u>Grantor</u>") 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 ("<u>Trademarks</u>");

WHEREAS, the security interest granted to the Secured Party was recorded at the United States Patent and Trademark Office on September 28, 2004 at Reel 2946 and Frame 0937 and on October 25, 2002 at Reel 2608 and Frame 0599; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademarks identified on <u>Schedule A</u> attached hereto.

NOW, THEREFORE, for valuable consideration, 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 the Grantor's Trademarks to which the Grantor is a party including those referred to on <u>Schedule A</u> attached hereto;
- 2. all goodwill of the business connected with the use of, and symbolized by, each Trademark; 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 or (ii) injury to the goodwill associated with any Trademark.

[Signature on Following Page]

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Interest in Trademarks to be duly executed as of the date first set forth above.

Secured Party:

Bank of America, N.A., as Collateral Agent

Jame: Kristine Thenne

Title: Vice President

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Bio Partners In Care, Inc. (Delaware Corporation)

U.S. Trademarks

Registered Marks

$\mathbf{R}_{\mathbf{A}}$	Registration No.	Registration Date
BIOPARTNERS IN CARE	2691877	03/04/03
BIO-FEEDBACK	2637564	10/15/02

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RECORDED: 09/14/2005