

F

07-13-1998



100761950

COVER SHEET
ILY

See attached original documents or copy thereof.

1. Name of conveying party(ies):

CH ADMINISTRATION, INC.

- Individual(s)
- General Partnership
- Corporation-State Texas
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: May 29, 1998

2. Name and address of receiving party(ies)

Name: MEDIQ/PRN LIFE SUPPORT SERVICES, INC.

Internal Address: _____

Street Address: One Mediq Plaza

City: Pennsauken State: NJ ZIP: 08110

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

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)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers attached? Yes No

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

Name: Glenn A. Gundersen

Internal Address: Dechert Price & Rhoads

4000 Bell Atlantic Tower

Street Address: 1717 Arch Street

City: Philadelphia State: PA ZIP: 19103

6. Total number of applications and registrations involved: _____

9

7. Total fee (37 CFR 3.41).....\$ 240.00

- Enclosed
- Authorized to be charged to deposit account and any underpayment

8. Deposit account number:

04-0475

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Terence A. Dixon
Name of Person Signing

Signature

6/22/98
00000038 040475
40.00
200.00
200.00
Date

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

4

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

TRADEMARK
REEL: 1751 FRAME: 0744

07/13/1998 T001

01 FC:481
02 FC:482

SCHEDULE A

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MAPP	1,693,726	June 9, 1992
PNEU-CARE	1,678,996	March 10, 1992
THERADERM	1,739,066	December 8, 1992
PRO-2000	1,856,227	September 27, 1994
RT-2000	1,856,228	September 27, 1994
COMFORT CARE & Design	1,865,233	November 29, 1994
F.A.S.T. THE FUTURE OF AIR THERAPY	1,917,467	September 5, 1995
SYNERGY	1,932,222	October 31, 1995
<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
MAPP	75/373,953	October 16, 1997

ASSIGNMENT OF TRADEMARKS

WHEREAS CH ADMINISTRATION, INC. ("Assignor"), a Texas corporation with an address of P.O. Box 29923, Dallas, Texas 75223, U.S.A., has adopted, used and is using the trademarks shown in Schedule A hereto in its business;

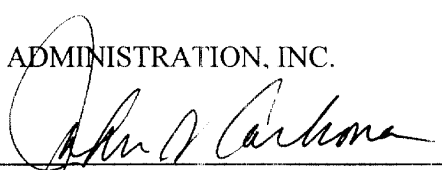
AND WHEREAS MEDIQ/PRN LIFE SUPPORT SERVICES, INC. ("Assignee"), a Delaware corporation with offices at One Mediq Plaza, Pennsauken, New Jersey 08110, U.S.A., has on this date acquired from Assignor certain assets and property used in Assignor's business and is desirous of acquiring the trademarks shown in Schedule A hereto and any other trademarks, service marks, trade names and trade dress presently used in such business (collectively, the "Trademarks"), the registrations and applications for registration of the Trademarks shown in Schedule A and any other registrations and applications for registration of the Trademarks, and the goodwill of the business symbolized by the Trademarks.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Assignor hereby sells, assigns and transfers to Assignee all right, title and interest in and to the Trademarks, together with the registrations and applications for registration of the Trademarks shown in Schedule A, any other registrations and applications for registration of the Trademarks, in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto and in and to all rights of action arising from the Trademarks, all claims for damages by reason of past, present and future infringement of the Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made, and the goodwill of the business symbolized by the Trademarks. Assignor does not make any representations or warranties (express or implied) with respect to the assignment or transfer of the Trademarks to Assignee except as expressly provided in that certain Asset Purchase Agreement, dated as of April 24, 1998 and entered into by and between Assignor and Assignee, among other parties.

Dated: May 29, 1998

CH ADMINISTRATION, INC.

By


Name: JOHN A CARIBONA
Title: PRESIDENT

SCHEDULE A

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