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To the Honorable Commissioner of

101098743

is attached original documents or copy thereof.

1. Name of conveying party(ies):

BIMECO, INC.

06-29-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #22

- Individual(s), General Partnership, Corporation-State Florida, Other, Limited Partnership

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

3. Nature of conveyance:

MRD 6-29-99

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

Execution Date: June 8, 1999

2. Name and address of receiving party(ies)

Name: MEDIQ/PRN LIFE SUPPORT SERVICES, INC.

Internal Address:

Street Address: One Mediq Plaza

City: Pensauken 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)

N/A

B. Trademark Registration No.(s)

2,099,797 - KAREPAK

1,779,222 - SERVICE ADVANTAGE

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

07/22/1999 DNGUYEN 00000434 040475 2099797

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

04-0475

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

01 FC:481 40.00 CH 02 FC:482 25.00 CH

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.

Andrea G. Hilborn Name of Person Signing

Signature

6/29/99 Date

Total number of pages including cover sheet, attachments, and document: 3

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

ASSIGNMENT OF TRADEMARKS

STATE OF

:
: ss.

COUNTY OF

WHEREAS BIMECO, INC. ("Assignor"), a Florida corporation with offices at 10700 76th Court North, Largo, Florida 34647-1440, U.S.A., has adopted, used and is using the trademarks and service marks shown in Schedule A hereto in connection with its medical products and services business:

AND WHEREAS MEDIQ/PRN LIFE SUPPORT SERVICES, INC. ("Assignee"), a Delaware corporation with offices at One Mediq Plaza, Pensauken, New Jersey 08110, U.S.A., has on this date acquired from Assignor certain assets and property used in Assignor's medical products and services business and is desirous of acquiring the trademarks and service marks shown in Schedule A hereto and any other trademarks, service marks, trade dress and trade names 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.

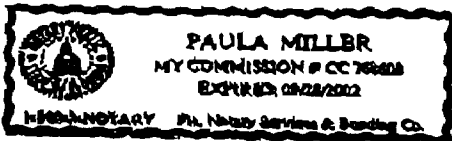
Dated: June 8, 1999

BIMECO, INC.

By: *Richard P. Sorrento*
Name: Richard P. Sorrento
Title: vice President

Subscribed and sworn to before me on June 8th 1999.

Paula Miller
Notary Public



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SCHEDULE A

BIMECO, INC.

U.S. Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
KAREPAK	2,099,797	September 23, 1997
SERVICE ADVANTAGE	1,779,222	June 29, 1993

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