

09-06-2000



101450288

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 91.00
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
08/18/2000
- Change of Name
- Other

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date
Month Day Year
- Formerly
- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached
- Name
- DBA/AKATA
- Composed of
- Address (line 1)
- Address (line 2)
- Address (line 3)
City State/Country Zip Code
- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

09/05/2000 JSHABAZZ 00000045 10/2001

01 FC:481
02 FC:482

40.00 DP
300.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 002128 FRAME: 0950

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1072001"/>	<input type="text" value="1400076"/>	<input type="text" value="1069577"/>
<input type="text" value="1070443"/>	<input type="text" value="1221258"/>	<input type="text" value="947135"/>
<input type="text" value="1074294"/>	<input type="text" value="1024273"/>	<input type="text" value="818619"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Steven R. Antico, Esq.



8/31/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

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Registration Number(s)

807076	<input type="text"/>	<input type="text"/>
806285	<input type="text"/>	<input type="text"/>
803344	<input type="text"/>	<input type="text"/>
789317	<input type="text"/>	<input type="text"/>
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT is made this 21 day of August, 2000, by and among UNIVERSAL HEALTH, L.L.C., a New Jersey limited liability company ("Buyer"), and BEN H. BEKCEK, CHAPTER 11 TRUSTEE ("Seller") OF NEUMAN DISTRIBUTORS, INC. ("NDI") and HOME HEALTH CARE OF NEW JERSEY, INC. ("HHC"). Buyer and Seller are hereinafter sometimes together referred to as the "Parties" or individually as a "Party" and this Intellectual Property Assignment shall hereinafter be referred to as the "Agreement."

WHEREAS, the Buyer and the Seller are parties to an Asset Purchase Agreement dated as of August __, 2000 (the "Asset Purchase Agreement"), under which Seller has agreed to sell, assign, transfer and convey to Buyer and Buyer has agreed to purchase, accept and assume from Seller all of Seller's rights, title and interest in and to the Assets (as such term is defined in the Asset Purchase Agreement); and

WHEREAS, pursuant to terms and conditions of the Asset Purchase Agreement, Seller desires to assign all of its respective rights, title and interest in Seller's intellectual property, in accordance with the terms, conditions, covenants and agreements hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, and for good and valuable consideration as set forth in the Asset Purchase Agreement, the Parties hereby agree as follows:

1. Assignment. Seller hereby sells, assigns, transfers, grants, delivers and conveys to the Buyer, absolutely, and the Buyer hereby agrees to purchase, accept and assume from the Seller, free and clear of all liens, encumbrances, restrictions, defaults and/or breaches of any kind or nature, the entire right, title and interest of Seller in and to the intellectual property rights owned, used or held for use by Seller in connection with the Business as contemplated by Section 1.1 of the Asset Purchase Agreement, including, without limitation, all Intellectual Property (as such term is defined in the Asset Purchase Agreement) and the trademarks and/or service marks set forth on Schedule 1 of this Agreement.

2. Assumption.

(a) Buyer does hereby accept the assignment of all of Seller's respective rights, title, and interest in and to the entire right, title and interest of Seller in and to intellectual property rights owned, used or held for use by Seller in connection with the Business as contemplated by Section 1.1 of the Asset

Purchase Agreement, including, without limitation, all Intellectual Property.

(b) It is expressly understood and agreed by the Parties that this Agreement shall not in any manner relieve Seller from any undertaking, obligation or liability of Seller incident to or in connection with intellectual property rights owned, used or held for use by the Seller in connection with the Business as contemplated by Section 1.1 of the Asset Purchase Agreement, including, without limitation, all Intellectual Property, to the extent such undertakings, obligations or liabilities accrued or are otherwise attributable to the period on and before the Closing Date.

(c) This Agreement does not affect or modify Article 2 of the Asset Purchase Agreement.

3. Definitions. Capitalized terms that are used herein without definition shall have the same meanings herein as specified in the Asset Purchase Agreement.

4. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

5. Conflict. In the event that any of the terms and provisions contained in this Agreement conflict with or are inconsistent with any of the terms and provisions of the Asset Purchase Agreement, the terms and provisions of the Asset Purchase Agreement shall control.

6. Further Assurances. The Parties shall execute and deliver such further and additional instruments, agreements, and other documents as may be necessary to give full force and effect to the terms and conditions of this Agreement and the transactions contemplated hereunder.

7. Modification and Waiver. No alterations or variations of the terms and provisions of this Agreement shall be valid unless made in writing and signed by all of the Parties hereto or their successors or permitted assigns.

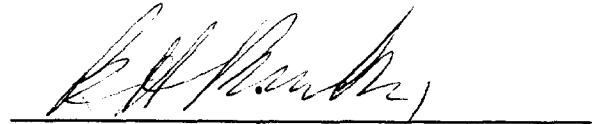
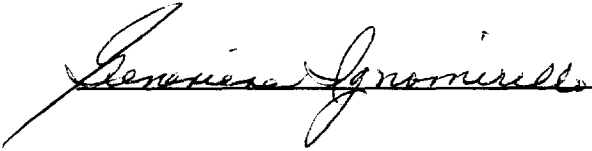
8. Governing Law and Jurisdiction. This Agreement shall be construed and governed by the laws of the State of New Jersey without regard to its conflict of law rules. If any provision of this Agreement is held to be invalid or unenforceable, such will not affect the validity or enforceability of the other provisions of this Agreement.

9. Recitals. The recitals set forth above hereinabove are hereby incorporated by reference as though fully set forth at length.

IN WITNESS WHEREOF, this Intellectual Property Assignment has been executed by the Parties as of the date and year first above written.

ATTEST/WITNESS:

BEN H. BECKER, CHAPTER 11
TRUSTEE OF NEUMAN DISTRIBUTORS,
INC. AND HOME HEALTH CARE OF
NEW JERSEY, INC.


Chapter 11 Trustee

ATTEST/WITNESS:

UNIVERSAL HEALTH, L.L.C.

By: _____
Name: _____
Title: _____

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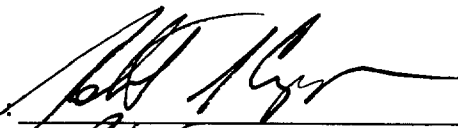
ATTEST/WITNESS:

**BEN H. BECKER, CHAPTER 11
TRUSTEE OF NEUMAN DISTRIBUTORS,
INC. AND HOME HEALTH CARE OF
NEW JERSEY, INC.**

ATTEST/WITNESS:

UNIVERSAL HEALTH, L.L.C.

Anta Boar

By: 
Name: Robert S Capra
Title: President

Schedule 1 to

Intellectual Property Assignment

1. Trademark and/or Service Mark for Drug Guild, United States Patent and Trademark Office Reg. No. 1072,001, Registration Date August 23, 1977.
2. Trademark and/or Service Mark for Drug Guild, United States Patent and Trademark Office Reg. No. 1,070,443, Registration Date July 26, 1977.
3. Trademark and/or Service Mark for Drug Guild Distributors, United States Patent and Trademark Office Reg. No. 1,074,294, Registration Date September 27, 1977.
4. Trademark and/or Service Mark for Harber & Design, United States Patent and Trademark Office Reg. No. 1,400,076, Registration Date July 8, 1986.
5. Trademark and/or Service Mark for Come For The Price You'll Stay For the Quality, United States Patent and Trademark Office Reg. No. 1,221,258, Registration Date December 21, 1982.
6. Trademark and/or Service Mark for Kolex, United States Patent and Trademark Office Reg. No. 1,204,273, Registration Date August 10, 1982.
7. Trademark and/or Service Mark for The Better You Know Us The Better You'll Fee, United States Patent and Trademark Office Reg. No. 1,069,577, Registration Date July 12, 1977.
8. Trademark and/or Service Mark for Nature Guild, United States Patent and Trademark Office Reg. No. 947,135, Registration Date November 14, 1972.
9. Trademark and/or Service Mark for Kwik-Aid, United States Patent and Trademark Office Reg. No. 818,619, Registration Date November 8, 1966.
10. Trademark and/or Service Mark for Kleenize, United States Patent and Trademark Office Reg. No. 807,076, Registration Date April 12, 1966.

11. Trademark and/or Service Mark for Rest-Rite, United States Patent and Trademark Office Reg. No. 806,285, Registration Date March 29, 1966.
12. Trademark and/or Service Mark for Dura-Chews, United States Patent and Trademark Office Reg. No. 803,344, Registration Date February 8, 1966.
13. Trademark and/or Service Mark for Duravals, United States Patent and Trademark Office Reg. No. 789,317, Registration Date May 11, 1965.