

09-22-2000



101466087

R. COVER SHEET  
TRADEMARKS ONLY

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

<b>Submission Type</b> <i>8.29.00</i> <input checked="" type="checkbox"/> New <input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____ <input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____ <input type="checkbox"/> Corrective Document Reel # _____ Frame # _____		<b>Conveyance Type</b> <input type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>court ordered release of security interest</u> Effective Date Month Day Year _____	
--	--	--	--

**Conveying Party**  Mark if additional names of conveying parties attached

Name Chase Manhattan Bank Execution Date  
 Month Day Year 05/17/00

Formerly Manufacturers Hanover Trust Company

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other \_\_\_\_\_ *\$190<sup>00</sup> E*

Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**  Mark if additional names of receiving parties attached

Name Deborah T. Tillotson

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 64 Commercial Wharf

Address (line 2) \_\_\_\_\_

Address (line 3) Boston MA 02210  
 City State/Country Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Massachusetts

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.)

09/21/2000 BNGUYEN 00000198 1427068

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
150.00 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 (0631-0027), Washington, D.C. 20503. See CMB Information Collection Budget Package 0631-0027, 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

**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)**

**Registration 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"/>

<input type="text" value="1,427,068"/>	<input type="text" value="1,175,763"/>	<input type="text" value="1,174,267"/>
<input type="text" value="1,167,935"/>	<input type="text" value="1,196,155"/>	<input type="text"/>
<input type="text" value="1,162,400"/>	<input type="text" value="1,434,610"/>	<input type="text"/>

**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.)

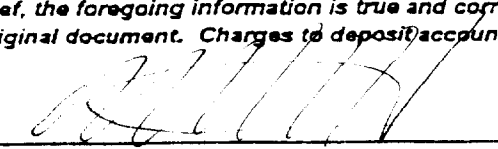
Deposit Account Number: #

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.

Name of Person Signing



Signature

Date Signed

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of April 18, 2000, by and between Deborah T. Tillotson, an individual residing in Boston, Massachusetts ("Purchaser") and Healthco International, Inc. (formerly known as Healthco and Healthco, Inc.), a Delaware corporation ("Healthco" or the "Seller"), by its Chapter 7 Trustee, William A. Brandt, Jr. (the "Trustee").

### WITNESSETH:

WHEREAS, Healthco owns certain right, title and interest in and to certain trade names and trademarks, and the goodwill associated therewith, as well as certain common law rights arising therefrom, and certain federal, state and foreign registrations and/or applications in connection therewith, as identified on Exhibit A attached hereto, (collectively, the "Intellectual Property");

WHEREAS, on June 9, 1993 Healthco filed in the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy Court"), a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, Case No. 93-41604-SFQ (the "Case") and on September 1, 1999 said Chapter 11 proceeding was converted to Chapter 7 and the Trustee was duly appointed as the trustee in the Chapter 7 proceeding;

WHEREAS, the Trustee desires to sell all of Healthco's right, title and interest in and to the Intellectual Property, and all goodwill associated therewith, to Purchaser; and

WHEREAS, Purchaser desires to purchase from the Seller all of Healthco's right, title and interest in and to the Intellectual Property, and the good will associated therewith, free and clear of any and all liens and encumbrances pursuant to Section 363(b) and (f) of the Bankruptcy Code.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Sale of Intellectual Property. The Trustee agrees to sell, assign and transfer to the Purchaser all of its right, title and interest in and to the Intellectual Property, and all of the goodwill associated therewith at the closing as defined herein (the "Closing"). The rights being sold and assigned hereunder comprise all of the Seller's rights in the Intellectual Property of every kind, nature and description, and include, without limitation, licenses and sublicenses granted to and obtained by the Seller with respect thereto, all remedies for infringements held by the Seller with rights to sue for past infringements, and the Seller's rights to protection of interests therein under the laws of all jurisdictions.

2. Additional Documents. At Closing, the Trustee agrees to execute the Assignment Agreement attached hereto as Exhibit B, which document shall be filed with the United States Patent and Trademark Office and foreign trademark offices to record the transfer herein to the Purchaser of the trademarks and federal and foreign registrations and/or applications identified

on Exhibit A. Following the Closing, the Trustee agrees to fully cooperate with Purchaser in executing any additional documents that may be required for effecting and recording the purchase, sale and assignment made herein and/or for obtaining trademark registrations, renewals, continued use filings or any other protection for the Intellectual Property in the United States and foreign countries where registrations exist. Effective as of the Closing, the Trustee hereby irrevocably appoints Purchaser as the Seller's true and lawful attorney-in-fact to execute, acknowledge and deliver any document to vest in Purchaser all right, title, interest in and to the Intellectual Property and any and all proprietary rights therein and any other documents which Purchaser deems necessary to carry out the intent of this Agreement.

3. Purchase Price. The purchase price for the Intellectual Property shall be Ten Thousand Dollars (\$10,000) ("Purchase Price"). At the time of execution of this Agreement, the Purchaser shall deliver a One Thousand Dollar (\$1,000) deposit ("Deposit") to the Trustee. The Deposit shall be returned to Purchaser in the event of the Trustee's and/or the Seller's breach of this Agreement or failure to consummate a Closing under Section 5, which shall be Buyer's sole remedy at law or equity, or kept by the Trustee upon consummation of the Closing or as liquidated damages in the event of Purchaser's breach of this Agreement, which shall be the Trustee's and/or Seller's sole remedy at law or equity. At the time of Closing, the Purchaser shall deliver to the Trustee the Purchase Price less the Deposit.

4. Pending Chapter 7 Proceeding. The Trustee and Purchaser acknowledge that this Agreement shall not be effective until the Bankruptcy Court shall have issued a final order, not subject to any appeal or rights to appeal, in form and substance reasonably acceptable to Purchaser, authorizing the Trustee to enter into this Agreement, sell the Intellectual Property to Purchaser free and clear of all liens and encumbrances pursuant to Section 363(f) of the Bankruptcy Code and otherwise consummate the transactions contemplated hereby, the order to include a finding of good faith of the Purchaser as contemplated by Section 363(m) of the Bankruptcy Code (the "Order").

5. Closing. The Closing on the sale and assignment hereunder shall take place within five (5) business days after the Bankruptcy Court issues the "Order".

If the Closing does not occur within ninety (90) days following the execution of this Agreement, regardless of the cause, unless extended by mutual written agreement of both parties, then the Deposit shall be returned in whole to the Purchaser.

6. Submission of Agreement for Approval. Promptly upon execution of this Agreement, the Trustee will submit this Agreement and the transactions contemplated hereby for approval in the Chapter 7 proceeding, and in connection therewith will diligently take all action necessary or desirable to secure such approval, including without limitation, giving such notice as is required under Rules 2002 and 6004 of the Federal Rules of Bankruptcy Procedure and under any applicable local bankruptcy rule.

7. Representations and Warranties. The Trustee and the Seller make no representation or warranties regarding the validity or extent of any rights the Seller has in the Intellectual Property, and nothing contained in this Purchase and Sale Agreement shall be

construed to be such a warranty or representation. The Trustee and Seller's Chapter 7 estate represent and agree only that:

a. Upon entry of the Order, the Trustee has the requisite legal capacity to execute, deliver and perform this Agreement and each of the other agreements, certificates, instruments and documents contemplated hereby;

b. The Trustee and the Seller's Chapter 7 estate are under no legal obligation or other commitment (except as disclosed in writing prior to the date hereof) which is inconsistent with this Agreement; and

c. Following the Closing, the Trustee will not use the Healthco name or any of the Intellectual Property in connection with the sale, promotion, advertising and/or marketing of any goods or services or for any other purpose, provided, however, that the caption of the Case shall continue to reference Healthco International, Inc. and the Seller shall retain the right to use and reference the "Healthco" and "Healthco International, Inc." names in all matters remaining in the Case.

8. Notification of Certain Matters. Until the Case is closed, the Trustee shall promptly notify Purchaser in writing:

a. Of any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement or stating that such third party may not or refuses to give a consent required by this Agreement; or

b. Of any notice or other communication from any governmental authority or court in connection with the transactions contemplated hereby.

9. Conditions of Closing. The obligation of Purchaser to consummate the transactions contemplated hereby shall be subject to the satisfaction on or prior to the Closing of the following conditions (either of which may be waived in writing by Purchaser):

a. The Trustee and the Seller's Chapter 7 estate shall have performed and complied in all material respects with all obligations and agreements required to be performed and complied with by them hereunder on or prior to the Closing; and,

b. The Bankruptcy Court shall have approved the sale, assignment and transfer of the Intellectual Property to the Purchaser free and clear of any and all liens, claims, security interests and/or encumbrances.

10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally (including delivery by courier service), transmitted by telegram or facsimile transmission, or mailed by registered or certified mail, postage prepaid, return receipt requested, as follows:

a. If to Purchaser, to:

Deborah T. Tillotson  
64 Commercial Wharf  
Boston, MA 02210

With Copy to:

Mark A. Wright, Esquire  
McLane, Graf, Raulerson & Middleton  
Professional Association  
900 Elm Street, Box 326  
Manchester, NH 03105-0326

b. If to Seller, to:

William A. Brandt Jr., Chapter 7 Trustee  
in the Matter of Healthco International Inc.  
(Bankruptcy Case No. 93-41604)  
c/o Development Specialist, Inc.  
Three First National Plaza  
70 West Madison Street, Suite 2300  
Chicago, IL 60602

With Copy to:

David B. Madoff, Esquire  
Cohn & Kelakos LLP  
101 Arch Street  
Boston, MA 02110

or to such other address as the party or person to whom notice is to be given may have previously furnished to the other party in writing in accordance herewith. Notice shall be deemed given on the date received (or, if receipt thereof is refused, on the date of such refusal).

11. Amendments and Waivers. This Agreement may not be amended, modified or supplemented except by written agreement of the parties hereto. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

12. Assignment. The Purchaser may assign all of her rights and obligations under this Agreement, provided, however, that if the Purchaser assigns her rights and obligations prior to entry of the Bankruptcy Court's Order then the Purchaser shall notify the Trustee thereof in writing at least five (5) days prior to entry of the Order, in order to permit the Trustee to notify

the Court, and parties entitled to notice, of such assignment. This Agreement shall be binding upon and inure to the benefit of all successors and assigns.

13. Interpretation. The captions in this Agreement are for convenience only and shall not be deemed part of this Agreement or be given any effect in interpreting this Agreement.

14. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement shall be governed by and construed and enforced in accordance with applicable federal law and the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law principles. All disputes or questions of interpretation hereunder shall be determined only by the Bankruptcy Court.

15. Severability. If any term or provision of this Agreement shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or entities or circumstances other than those as to which it has been held invalid or unenforceable, shall not be affected thereby and this Agreement shall be deemed severable and shall be enforced otherwise to the full extent permitted by law; provided, however, that such enforcement does not deprive any party hereto of the benefit of the bargain.

16. Entire Agreement. This Agreement (including the Exhibits referred to herein which form a part hereof) constitutes the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral and written, between the parties hereto with respect to the subject matter hereof.


17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to constitute an original and shall become effective when one or more counterparts have been signed by each party hereto and delivered to the other party.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by each of the parties on the date first above written.

**SELLER:**

HEALTHCO INTERNATIONAL, INC.

By: 

Name: William A. Brandt, Jr.

Title: Chapter 7 Trustee of Healthco  
International, Inc.

**PURCHASER:**


  
Deborah T. Tillotson



EXHIBIT A

I. ALL COMMON LAW TRADEMARK RIGHTS IN THE FOLLOWING MARKS AND NAMES:

HEALTHCO

**Healthco**



II. UNITED STATES TRADEMARK REGISTRATIONS:

<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number</u>
Healthco (H and Design)	February 3, 1987	1,427,068
Healthco (H and Design)	September 8, 1981	1,167,935
Healthco (H and Design)	July 28, 1981	1,162,400
Healthco (H and Design)	November 3, 1981	1,175,763
Healthco (H and Design)	May 25, 1982	1,196,155
Healthco	March 31, 1987	1,434,610
Healthco (H and Design)	October 20, 1981	1,174,267

III. FOREIGN TRADEMARK RIGHTS AND REGISTRATIONS

All foreign trademark rights and foreign trademark registrations throughout the world for:

HEALTHCO

**Healthco**



including, but not limited to, the following:

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>
HEALTHCO	Benelux	372,304
Plus H and Design	Benelux	372,305
HEALTHCO	Canada	TMA235,036
H HEALTHCO	Denmark	VR 1557 1982
HEALTHCO	France	1,079,022
HEALTHCO	France	1,664,016
HEALTHCO	Italy	378,589
HEALTHCO (and Design)	Switzerland	315,088

EXHIBIT B

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000 by Healthco International, Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignor, through its Chapter 7 Bankruptcy trustee, has entered into a Purchase and Sale Agreement, dated as of \_\_\_\_\_ (the "Agreement"), with Deborah T. Tillotson, an individual residing in Boston, Massachusetts ("Assignee"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain trademarks, United States federal registrations and foreign trademark registrations of Assignor, including the goodwill symbolized by these trademarks, United States federal registrations and foreign trademark registrations; and

WHEREAS, in connection with the consummation of the transactions under the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to all common law trademarks in the United States and throughout the world, including United States and foreign trademark registrations listed on Schedule A attached hereto, and the goodwill symbolized and associated with the marks (collectively, "Trademarks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under said Trademarks, and the goodwill symbolized and associated with the marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, her successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated with said Trademarks and all registrations and/or applications thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee, for her own use and on behalf of her successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks and the proper officer in all foreign trademark offices to record Assignee as assignee of the United States trademark registrations and foreign trademark registrations listed on Schedule A for the sole use and enjoyment of Assignee, her successors, legal representatives and assigns.

HEALTHCO INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: William A. Brandt, Jr.  
Title: Chapter 7 Trustee of Healthco  
International, Inc.

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS:

<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number:</u>
Healthco (H and Design)	February 3, 1987	1,427,068
Healthco (H and Design)	September 8, 1981	1,167,935
Healthco (H and Design)	July 28, 1981	1,162,400
Healthco (H and Design)	November 3, 1981	1,175,763
Healthco (H and Design)	May 25, 1982	1,196,155
Healthco	March 31, 1987	1,434,610
Healthco (H and Design)	October 20, 1981	1,174,267

SCHEDULE A

FOREIGN TRADEMARK REGISTRATIONS:

<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>
HEALTHCO	Benelux	372,304
Plus H and Design	Benelux	372,305
HEALTHCO	Canada	TMA235,036
H HEALTHCO	Denmark	VR 1557 1982
HEALTHCO	France	1,079,022
HEALTHCO	France	1,664,016
HEALTHCO	Italy	378,589
HEALTHCO (and Design)	Switzerland	315,088

# EXHIBIT B

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
(WESTERN DIVISION)

\*\*\*\*\*  
\*  
In re \*  
\*  
HEALTHCO INTERNATIONAL, INC. \*  
\*  
Debtor \*  
\*  
\*\*\*\*\*

Chapter 7  
Case No. 93-41604-JFQ

**NOTICE OF INTENDED PRIVATE SALE OF ESTATE PROPERTY,  
DEADLINE FOR SUBMITTING OBJECTIONS AND HIGHER OFFERS  
AND HEARING DATE**  
**[Healthco Trademarks And Trade Names]**

To Creditors and Parties in Interest:

Notice is hereby given, pursuant to 11 U.S.C. Section 363, Fed. R. Bank. P. 2002(a)(2) and 6004, and MLBR 2002-5 and 6004-1, that William A. Brandt, Jr. (the "Trustee"), the Chapter 7 trustee of the above-captioned Debtor, intends to sell at private sale the Debtor's right, title and interest in and to certain trade names and trademarks (the "Property"), more fully described in that certain Purchase and Sale Agreement entered into between the Trustee and the Buyer (the "Agreement") dated April 18, 2000 (the "Property").

The Trustee has received an offer to purchase the Property for the sum of \$10,000 in cash from Deborah Tillotson (the "Buyer"). On information and belief, there is no relationship between the Buyer and the Debtor.

The Buyer has paid a deposit in the sum of \$1,000.00. The terms of the proposed sale are more particularly described in the Trustee's Motion for Authority to Sell Assets Free and Clear [Healthco Trademarks and Trade Name] (the "Sale Motion") filed with the Court on March \_\_,

2000. The Sale Motion, including a copy of the Agreement, is available upon request from the undersigned.

The Property will be sold free and clear of all liens, claims and encumbrances. Any perfected, enforceable valid liens shall attach to the proceeds of the sale according to priorities established under applicable law.

Any objections to the sale and/or higher offers shall be filed in writing with the Clerk, United States Bankruptcy Court, Donohue Federal Building, 595 Main Street, Worcester, Massachusetts 01608-2076 on or before \_\_\_\_\_, 2000 at \_\_\_\_\_ p.m. (the "Objection Deadline"). A copy of any objection or higher offer also shall be served upon the undersigned. Any objection to the sale must state with particularity the grounds for the objection and why the intended sale should not be authorized. Any objection to the sale shall be governed by Fed. R. Bankr. P. 9014.

Through this Notice, higher offers for the Property are hereby solicited. Any higher offer must be equal to or greater than \$10,500.00, and must be accompanied by a cash deposit of \$1,050.00 in the form of a certified or bank check made payable to the undersigned. Higher offers must be on the same terms and conditions provided in the Motion, other than the purchase price.

A hearing on the Sale Motion, objections or higher offers is scheduled to take place on \_\_\_\_\_, 2000 at \_\_\_\_\_ .m. before the Honorable James F. Queenan, Jr. United States Bankruptcy Court, Third Floor, Donohue Federal Building, 595 Main Street, Worcester, Massachusetts. Any party who has filed an objection or higher offer is expected to be present at the hearing, failing which the objection will be overruled or the higher offer stricken.



If no objection to the Sale Motion or higher offer is timely filed, the Bankruptcy Court, in its discretion, may cancel the scheduled hearing and approve the sale without a hearing.

At the hearing on the sale the Court may 1) consider any requests to strike a higher offer, 2) determine further terms and conditions of the sale, 3) determine the requirements for further competitive bidding, and 4) require one or more rounds of sealed or open bids from the original offeror and any other qualifying offeror.

The deposit shall be forfeited to the estate if the successful purchaser fails to complete the sale by the date ordered by the Court. If the sale is not completed by the buyer approved by the Court, the Court, without further hearing, may approve the sale of the Property to the next highest bidder.

Any questions concerning the intended sale shall be addressed to the undersigned.

Dated this \_\_\_ day of April, 2000.

WILLIAM A. BRANDT, JR., TRUSTEE

By his attorneys,

---

Daniel C. Cohn (BBO # 090780)  
David B. Madoff (BBO # 552968)  
COHN & KELAKOS LLP  
101 Arch Street  
Boston, Massachusetts 02110  
(617) 951-2505

G:\data\357p\trademark sale not

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made this 18<sup>th</sup> day of April, 2000 by Healthco International, Inc., a Delaware corporation ("Assignor").

WHEREAS, Assignor, through its Chapter 7 Bankruptcy trustee, has entered into a Purchase and Sale Agreement, dated as of April 17, 2000 (the "Agreement"), with Deborah T. Tillotson, an individual residing in Boston, Massachusetts ("Assignee"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase certain trademarks, United States federal registrations and foreign trademark registrations of Assignor, including the goodwill symbolized by these trademarks, United States federal registrations and foreign trademark registrations; and

WHEREAS, in connection with the consummation of the transactions under the Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to all common law trademarks in the United States and throughout the world, including United States and foreign trademark registrations listed on Schedule A attached hereto, and the goodwill symbolized and associated with the marks (collectively, "Trademarks"); and

WHEREAS, Assignee desires to acquire all of Assignor's right, title and interest in, to and under said Trademarks, and the goodwill symbolized and associated with the marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee, her successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated with said Trademarks and all registrations and/or applications thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements), the same to be held and enjoyed by Assignee, for her own use and on behalf of her successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks and the proper officer in all foreign trademark offices to record Assignee as assignee of the United States trademark registrations and foreign trademark registrations listed on Schedule A for the sole use and enjoyment of Assignee, her successors, legal representatives and assigns.

HEALTHCO INTERNATIONAL, INC.

By: 

Name: William A. Brandt, Jr.

Title: Chapter 7 Trustee of Healthco International, Inc.

SCHEDULE A

UNITED STATES TRADEMARK REGISTRATIONS:

<u>Mark</u>	<u>Date of Registration</u>	<u>Registration Number</u>
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SCHEDULE A

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<u>Mark</u>	<u>Country</u>	<u>Registration Number</u>
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Plus H and Design	Benelux	372,305
HEALTHCO	Canada	TMA235,036
H HEALTHCO	Denmark	VR 1557 1982
HEALTHCO	France	1,079,022
HEALTHCO	France	1,664,016
HEALTHCO	Italy	378,589
HEALTHCO (and Design)	Switzerland	315,088

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
Proceeding Memorandum/Order of Court

Hearing Date: May 17, 2000

In re: HEALTHCO INTERNATIONAL, INC.

Case#: 93-41604 Ch: 7

MOVANT/APPLICANT/PARTIES:

#1454 MOTION by Trustee for Authority to Sell Assets Free and Clear of Liens  
(Healthco Trademarks and Trade Claims).  
Daniel C. Cohn, Esq.

ENTERED ON DOCKET  
5/17/00

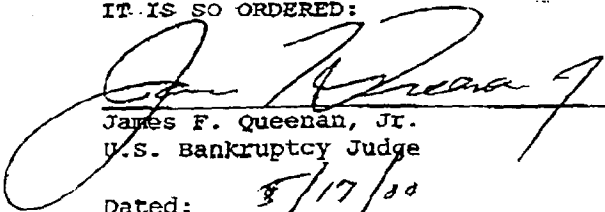
OUTCOME:

Granted Denied-Approved-Denied Without Prejudice-Withdrawn in open Court  
Continued To \_\_\_\_\_  
Formal Order/Stipulation to be Submitted By: \_\_\_\_\_ Date Due \_\_\_\_\_  
Separate Order/Judgment Entered and Incorporated by Reference.  
Findings and Conclusions Dictated at Close of Hearing Incorporated by Reference.  
Taken Under Advisement: Brief(s) Due \_\_\_\_\_ From \_\_\_\_\_  
Response(s) Due \_\_\_\_\_ From \_\_\_\_\_  
Fees Allowed in the Amount Of: \_\_\_\_\_ To: \_\_\_\_\_  
Expenses Allowed in the Amount Of: \_\_\_\_\_ To: \_\_\_\_\_  
DECISION SET OUT MORE FULLY BY COURT AS FOLLOWS:

IT IS SO NOTED: \_\_\_\_\_

\_\_\_\_\_  
Courtroom Deputy

IT IS SO ORDERED:

  
\_\_\_\_\_  
James F. Queenan, Jr.  
U.S. Bankruptcy Judge

Dated: 5/17/00

1460

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MASSACHUSETTS  
(WESTERN DIVISION)

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In re \*  
\*  
HEALTHCO INTERNATIONAL, INC. \*  
\*  
Debtor \*  
\*  
\*\*\*\*\*

Chapter 7  
Case No. 93-41604-JFQ

**TRUSTEE'S MOTION FOR AUTHORITY TO SELL ASSETS  
FREE AND CLEAR OF LIENS  
[HEALTHCO TRADEMARKS AND TRADE NAMES]**

William A. Brandt, Jr. (the "Trustee"), the Chapter 7 trustee of Healthco International, Inc. ("Healthco"), hereby moves this Court, pursuant to Section 363 of the Bankruptcy Code and Fed. R. Bankr. P. 6004, for authority to sell, free and clear of any liens that may exist thereon, to Deborah T. Tillotson (the "Buyer"), for the price of \$10,000, all of the estate's right, title and interest in and to certain trade names and trademarks (the "Property"), more fully described in the Purchase and Sale Agreement entered into between the Trustee and the Buyer (the "Agreement"), a copy of which is attached hereto as Exhibit A.<sup>1</sup> A Notice of Intended Sale of Estate Property, substantially in the form of Official Form 2A is attached hereto as Exhibit B. In support of this Motion, the Trustee states as follows:

1. On June 3, 1993 (the "Petition Date"), Healthco filed a voluntary bankruptcy petition under Chapter 11 of the Bankruptcy Code. On September 1, 1993, the case was converted to Chapter 7 and an interim trustee was appointed. Following an election pursuant to

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<sup>1</sup> The Trustee brings this Motion at the request of the Bank Group pursuant to Paragraph 5 of the Stipulation Concerning Bank Group's Postpetition Claims and Related Issues, dated as of April 22, 1994 and subsequently approved by the Court, which provides that the Bank Group will reimburse the Trustee "for any obligation reasonably incurred by the Trustee after the Relief Date (a) at the request of the Bank Group . . . ."

Section 702(b) of the Bankruptcy Code, the Trustee took office as Chapter 7 trustee on October 29, 1993.

2. The Chase Manhattan Bank, as agent for itself and several other lenders (collectively, the "Bank Group"), advanced funds to Healthco pursuant to that certain Merger Credit Agreement dated as of April 30, 1991. As of the Petition Date, Healthco was indebted to the Bank Group in an amount in excess of \$95,475,000, which sum was secured by substantially all of Healthco's assets. Such claims were and remain far in excess of the value of Healthco's estate.

3. On November 15, 1993 (the "Relief Date"), this Court, on motion of the Bank Group with the Trustee's assent, granted the Bank Group relief from the automatic stay so as to permit the Bank Group to exercise its rights as a secured party under the Uniform Commercial Code and other applicable non-bankruptcy law. This bench ruling was followed by entry of this Court's Order for Relief from Automatic Stay (Bank Group) dated November 24, 1993.

4. According to due diligence performed by the Buyer, Healthco is the record owners of the Property, which consists of certain trademark rights, including the "Healthco" name. The Buyer has represented to the Trustee that she is unrelated to the Debtor.

5. The Buyer has delivered to the Trustee a deposit in the amount of \$1,000, and has agreed to pay the remaining balance of the sale price upon the allowance of this Motion.

6. The Property is subject to the Bank Group's lien. The sale shall be free and clear of the Bank Group's lien, and any other liens that may exist on the Property, with such liens attaching to the proceeds of the sale in the same order of priority as on the Property.

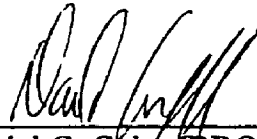
7. This case is over six years old and, except for the offer from the Buyer, the Trustee has received no other offers for the Property. In any event, it is inconceivable that the

Property could have a value that exceeds the amount of the Bank Group's lien, and thus has no value to the estate. The Bank Group is satisfied with the \$10,000 purchase price. The Trustee thus believes that the sale of the Property to the Buyer should be approved pursuant to Section 363(b) of the Bankruptcy Code, as it represents a fair disposition of the Property.

Respectfully submitted this 18th day of April, 2000.

WILLIAM A. BRANDT, JR., TRUSTEE

By his attorneys,



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Daniel C. Cohn (BBO # 090780)  
David B. Madoff (BBO # 552968)  
COHN & KELAKOS LLP  
101 Arch Street  
Boston, Massachusetts 02110  
(617) 951-2505

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# EXHIBIT A