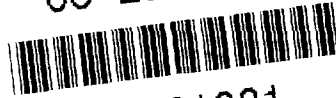


06-27-2001



06-01-2001

U.S. Patent & TMO/TM Mail Rpt Dt. #72

101761981 COVER SHEET
TRADEMARKS ONLY

6-1-01

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

Submission Type

- New
- 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 Change of Name
 - Other Assignment
- Effective Date
Month Day Year
4/27/01

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
4/27/01

Name Health Script Pharmaceuticals, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization Colorado

Receiving Party

Mark if additional names of receiving parties attached

Name MP TotalCare, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 615 South Ware Boulevard

Address (line 2) _____

Address (line 3) Tampa Florida 33619
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 Florida

06/26/2001 LMUELLER 00000241 62500 76020989

FOR OFFICE USE ONLY

01 FC:481 40.00 CH

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: 002320 FRAME: 0760

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)

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.)

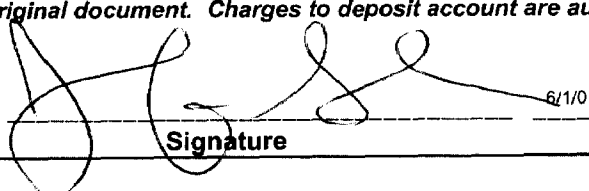
Deposit Account Number: #

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.

Jennifer Silver



Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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ASSIGNMENT OF TRADEMARK RIGHTS

This Assignment of Trademark Rights (the "Agreement") is entered into this 27th day of April, 2001 (the "Effective Date"), by and between Health Script Pharmaceuticals, Inc., a Colorado corporation and Dura Pharmaceuticals, Inc., a Delaware corporation (collectively, "Assignor"), and MP TotalCare, Inc., a Florida corporation ("Assignee").

WHEREAS, Assignor is the owner of the trademarks, service marks and/or trade names and all applications therefor (collectively, "Trademarks") specified on Schedule A attached hereto; and

WHEREAS, Assignee is acquiring the entire business or portion thereof to which the Trademarks pertain; and

WHEREAS, Assignee is desirous of acquiring the entire and exclusive right, title and interest in and to the Trademarks; and

WHEREAS, Assignor is willing to assign to Assignee right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and all applications and registrations therefor. This assignment includes the right to sue and recover damages for past and future infringements of Assignor's rights in the Trademarks and to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation or opposition purposes or other proceedings in connection with the Trademarks. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors, assigns and other legal representatives as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees that it will execute, verify, acknowledge and deliver all such further papers, including any instruments of transfer and recordable assignments, and perform such other acts as Assignee reasonably may request from time to time, to perfect and vest title in the Trademarks in Assignee, or Assignee's successors, assigns and other legal representatives.

This Agreement shall be governed by and enforced in accordance with the laws of the State of New York, without giving effect to any conflicts of law principles.

This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective successors, assigns and other legal representatives.

Each party represents that it has taken all necessary action to authorize the execution and delivery of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

HEALTH SCRIPT PHARMACY SERVICES,
INC.

MP TOTALCARE, INC.

By: *R. Menendez*
Title: *Pres + CEO*
Date: *4/27/01*

By: _____
Title: _____
Date: _____

DURA PHARMACEUTICALS, INC.

By: _____
Name: Erle T. Mast
Title: Vice President, Finance

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

HEALTH SCRIPT PHARMACY SERVICES,
INC.

MP TOTALCARE, INC.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

DURA PHARMACEUTICALS, INC.

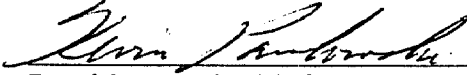
By: Erle T. Mast
Name: Erle T. Mast
Title: Vice President, Finance

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers, as of the Effective Date.

HEALTH SCRIPT PHARMACY SERVICES,
INC.

By: _____
Title: _____
Date: _____

MP TOTALCARE, INC.

By: 
Title: President and Chief Executive
Officer
Date: April 27, 2001

DURA PHARMACEUTICALS, INC.

By: _____
Name: Erle T. Mast
Title: Vice President, Finance

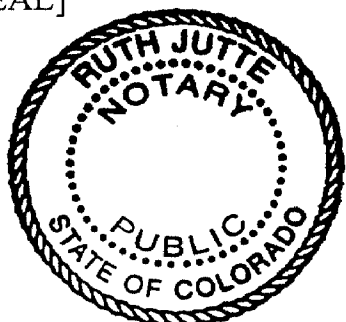
ACKNOWLEDGMENT

STATE OF Colorado)
)
COUNTY OF Arapahoe) ss.

On this 27th day of April, in the year 2001, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Damien Lamendola, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



My Commission Expires 07/22/2001

Notary Public in and for the
aforesaid County and State

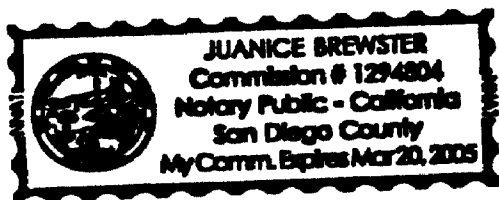
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO) ss.

On this 10 day of ~~April~~^{May}, in the year 2001, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Erle T. Mast, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



Juanice Brewster

Notary Public in and for the
aforesaid County and State

ACKNOWLEDGMENT

STATE OF Florida)
)
COUNTY OF Hillsborough) ss.
)

On this 27 day of April, in the year 2001, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared Kevin Pawlowski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[SEAL]



Linda D Langiotti
Notary Public in and for the
aforesaid County and State

SCHEDULE A

1. HEALTH SCRIPT with or without the logo
2. HEALTHSCRIPT with or without the logo
3. U.S. Application Serial No. 76/020,989 for HEALTHSCRIPT and the HEALTHSCRIPT logo.