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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Home Medical Specialty Equipment Inc.,  
d/b/a Med4Home

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State MO  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
Name: Lincare Inc.  
Internal  
Address: \_\_\_\_\_  
Street Address: 19387 U.S. 19 North  
City: Clearwater State: FL Zip: 33764

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: 10/26/01

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
76/246,444  
76/246,174

Additional number(s) attached  Yes  No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Patricia L. Newman  
Internal Address: \_\_\_\_\_  
Street Address: 19387 U.S. 19 North  
City: Clearwater State: FL Zip: 33764

6. Total number of applications and registrations involved: ..... 2

7. Total fee (37 CFR 3.41).....\$ 185.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(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.*

Patricia L. Newman      Patricia L. Newman      11/1/01  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 6

11/05/2001 BBYRNE 00000071 76246444

01 FC:481  
02 FC:482  
03 FC:484

40.00 OP  
25.00 OP  
120.00 OP

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

TRADEMARK  
REEL: 002364 FRAME: 0634

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 7th day of October, 2001, by and between **HOME MEDICAL SPECIALTY EQUIPMENT INC., d/b/a MED4HOME**, a corporation duly organized and existing under the laws of the State of Missouri, having its principal place of business at 340 South 291 Hwy., Liberty, Missouri 64068 ("Assignor"), and **LINCARE INC.**, a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business at 19387 U.S. 19 North, Clearwater, Florida 33764 ("Assignee").

## WITNESSETH

WHEREAS, Assignor has adopted and used and is the owner of the marks (the "Marks") set forth an Schedule A attached hereto and incorporated herein by this reference; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the Applications for Registrations (the "Applications") set forth on Schedule A;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of the date hereof, Assignor sells, conveys, transfers, assigns and delivers to Assignee all of its right, title and interest in and to the Marks and Applications; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Marks and the Applications;

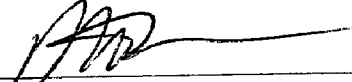
NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Marks and the Applications, together with the goodwill of the business symbolized by the Marks and the Applications, along with the right to recover for damages and profits and other remedies for past infringement of the Marks and the Applications.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks and Applications, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

"ASSIGNOR"

**HOME MEDICAL SPECIALTY EQUIPMENT  
INC., d/b/a MED4HOME**

By: 

Title: President

**Schedule A**

**Applications**

Mark

App.. No.

Filing Date

- |    |                   |            |                |
|----|-------------------|------------|----------------|
| 1. | MED4HOME & Design | 76/246,444 | April 25, 2001 |
| 2. | MED4HOME          | 76/246,174 | April 25, 2001 |