

12-04-2001



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

Tab settings

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

12/28/01

1. Name of conveying party(ies):

Lincare Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 11/28/01

2. Name and address of receiving party(ies)

Name: Lincare Licensing 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/246,444 76/246,174

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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): \$

- 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 Name of Person Signing

Signature

11/28/01 Date

Total number of pages including cover sheet, attachments, and document: 5

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

12/05/2001 DBYRNE 00000024 76246444

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40.00 DP 25.00 DP

TRADEMARK REEL: 002401 FRAME: 0869

**Schedule A**

**Registrations**

	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
1.	MED4HOME	76246444	April 25, 2001
2.	MED4HOME (Stylized)	76246174	April 25, 2001

**Schedule A**

**Registrations**

Mark

Reg. No.

Reg. Date

- |    |                     |          |                |
|----|---------------------|----------|----------------|
| 1. | MED4HOME            | 76246444 | April 25, 2001 |
| 2. | MED4HOME (Stylized) | 76246174 | April 25, 2001 |

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 28th day of November, 2001, by and between **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 ("Assignor"), and **LINCARE LICENSING 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 (the "Applications") set forth on Schedule A;

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

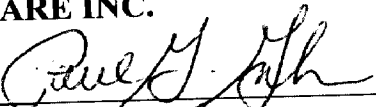
NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

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"

**LINCARE INC.**

By: 

Title: CFO