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

1. Name of conveying party(ies):

Neuman Distributors, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Universal Health, L.L.C.

Internal

Address:

Street Address: 464 Broad Street

City: Glen Rock State: NJ Zip: 07452

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State

Other Limited Liability Company

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: August 21, 2000

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,204,273

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jarod M. Stern, Esq.

Internal Address: Cole, Schotz, Meisel, Forman & Leonard, P.A.

Street Address: Court Plaza North
25 Main Street

City: Hackensack State: NJ Zip: 07601

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(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.

Jarod M. Stern
Name of Person Signing

Signature: Jarod M. Stern

5/30/02
Date

Total number of pages including cover sheet, attachments, and document: 7

06/03/2002 GTDN11 00000001 1204273

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

01 FC:481 40.00 OP
02 FC:484 120.00 OP

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.

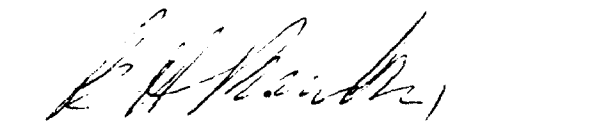
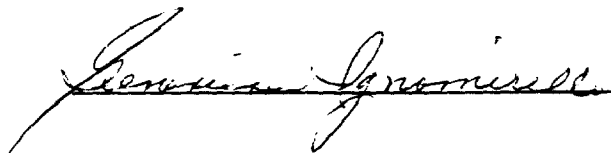
8. Governing Law and Jurisdiction. This Agreement shall be construed and governed by the laws of the State of New Jersey without regard to its conflict of law rules. If any provision of this Agreement is held to be invalid or unenforceable, such will not affect the validity or enforceability of the other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

Amata Bear

By: [Signature]
Name: Robert S. Carra
Title: Becker

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.