

4-15-02

04-15-2002

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

102055272

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

1. Name of conveying party(ies):  
United Medical, Inc. **4-15-02**

- 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: effective - June 28, 2000

2. Name and address of receiving party(ies)

Name: Lincare Inc.

Internal Address: \_\_\_\_\_

Street Address: 19387 US 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)

B. Trademark Registration No.(s)

2, 016, 769

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 US 19 North

City: Clearwater State: FL Zip: 33764

6. Total number of applications and registrations involved: \_\_\_\_\_

**1**

7. Total fee (37 CFR 3.41).....\$ 40.00

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  
Name of Person Signing

Patricia L. Newman  
Signature

4/12/02  
Date

Total number of pages including cover sheet, attachments, and document: **4**

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

04/15/2002 DBYRNE 00000173 2016769  
01 FC:441 40.00 DP

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") effective the 28th day of June, 2000, by and between **UNITED MEDICAL, INC.**, a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business at 999 South Falls Boulevard, Wynne, Arkansas 72396 ("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 in 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 Registrations (the "Registrations") 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 Registrations; and

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

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 Registrations, together with the goodwill of the business symbolized by the Marks and the Registrations, along with the right to recover for damages and profits and other remedies for past infringement of the Marks and the Registrations.

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 Registrations, 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"

**UNITED MEDICAL, INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

*Janet G. M. Galt*  
*CEO / Secretary*

**Schedule A**

**Registrations**

Mark

Reg. No.

Reg. Date

United Medical ( and design)

2, 016, 769

November, 19, 1996