

10-29-2002

8-15-02



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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):

Lincare Inc.

8-15-02

- 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: Lincare Licensing

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 8-14/02

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

8/14/02 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

08/15/2002 TBIAZ1 00000091 2016769

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TRADEMARK REEL: 002566 FRAME: 0980

# TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 14<sup>th</sup> day of August, 2002, 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 US 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 on 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, 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"

LINCARE INC.

By: 

Title: CFO

**Schedule A**

**Registrations**

Mark

Reg. No.

Reg. Date

United Medical ( and design)

2, 016, 769

November, 19, 1996