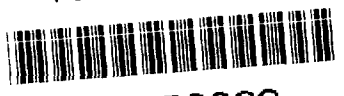


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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DEPARTMENT OF COMMERCE I.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): Medical Supply Foundation, Inc.</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State Florida  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>MP TotalCare Inc.</u> Internal Address: <u>c/o Charterhouse Group Int'l.</u>  Street Address: <u>535 Madison Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Florida</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No  (Designations must be a separate document from assignment)  Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>July 26, 2002</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p>
<p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	

<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Gregg Reed</u> Internal Address: _____ <u>Proskauer Rose LLP</u> Street Address: _____ <u>1585 Broadway</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036-8299</u></p>	<p>6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">7</span></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>190.00</u>  <input type="checkbox"/> Enclosed  <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>16-2500</u> (Attach duplicate copy of this page if paying by deposit account)</p>
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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.*

Gregg Reed      Gregg Reed      September 18, 2002  
Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document: 1

10/16/2002 TDIAZI 00000258 162500 76256322  
01 FC:8521 40.00 CH  
02 FC:8522 150.00 CH

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

TRADEMARK  
REEL: 002599 FRAME: 0901

## SCHEDULE A

### Registered Trademarks and Trademark Applications

EVERYDAY DIABETES	76/256,322
DIABETES TODAY	76/372,927
DEAR JANIS	76/321,237
DIABETIBOOKSTORE®	2,466,788
DIABETICCOOKBOOK®	2,466,787
DIABETIC.COM THE DIABETIC SUPERSTORE®	2,273,136
LIFE'S LITTLE HELPERS®	2,454,896

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS made as of this 26th day of July, 2002, by Medical Supply Foundation, Inc., d.b.a. Diabetic.com, a Florida corporation ("Assignor"), to MP TotalCare Inc., a Florida corporation ("Assignee").

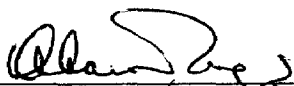
Assignee and Assignor are parties to an Asset Purchase Agreement, dated as of July 26, 2002 (the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee, and Assignee has agreed to buy from Assignor, the Purchased Assets (as defined in the Agreement), including without limitation various trademarks of Assignor. Pursuant to the Agreement, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee, all of such Purchased Assets.

In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in and to all of Assignor's registered trademarks and trademark applications listed on Schedule A annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the "Trademarks").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Trademarks, including the good will of the Business (as defined in the Agreement) symbolized by the Trademarks, and all rights to sue for infringement of any Trademark, free and clear of all liens or security interests.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment as of this 26th day of July, 2002.

Medical Supply Foundation, Inc., d.b.a.  
Diabetic.com, a Florida corporation

By:   
Name: AARON UDGAR  
Title: PRESIDENT