

10-31-2002

Form PTO-1594
(Rev. 03/01)
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102267541

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): **10-25-02**
OHS SERVICE CORP.
3 HUNTINGTON QUADRANGLE 2S
MELVILLE, NY 11747-890
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Texas
 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: June 13, 2002

2. Name and address of receiving party(ies)
Name: Accredo Health, Incorporated
Internal Address: _____
Address: _____

Street Address: 1640 Century Center Parkway, Ste. 101
City: Memphis State: TN Zip: 38134

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) _____
1,967,646, 2,029,809

Additional number(s) attached Yes No

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

Name: Steven D. Thomas
Internal Address: Moore & Van Allen, PLLC

Street Address: 2200 West Main Street
Suite 800
City: Durham State: NC Zip: 27705

6. Total number of applications and registrations involved: **02**

7. Total fee (37 CFR 3.41).....\$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-2316

RECEIVED
OCT 25 10 08 AM '02
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature. **40.00 OP**
25.00 BP
Steven D. Thomas
Name of Person Signing

Steven D. Thomas
Signature

October 25, 2002
Date

08

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

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

10/30/2002
01 FC:8521
02 FC:8522

ASSIGNMENT OF SERVICE MARK AND SERVICE NAME

THIS AGREEMENT is made and entered into as of this 13th day of June, 2002 between OHS Service Corp., a corporation organized and existing under the laws of Texas and having its principal place of business at 3 Huntington Quadrangle 2S, Melville, New York 11747 (the "Assignor") and Accredo Health, Incorporated, a corporation organized and existing under the laws of Delaware and having its principal place of business at 1640 Century Center Parkway, Suite 101, Memphis, Tennessee, 38134 (the "Assignee").

WHEREAS, the Assignor has adopted, has used, and is using the following:

<u>Service Mark</u>	<u>U.S. Regis. No.</u>	<u>Regis. Dated</u>
ChroniCare	1,967,646	4/16/1996
A.C.C.E.S.S.	2,029,809	1/14/1997

(the "Marks"); and the Assignor has adopted, has used, and is using the "Specialty Solutions" service name in connection with specialty pharmaceutical and infusion services (the "Name"); and

WHEREAS, the Assignee desires to acquire the Marks and Name and any registrations thereof, together with the good-

will associated with the Marks and Name, and the Assignor wishes to convey and transfer to the Assignee the Marks and Name and any registrations thereof and the goodwill associated with the Marks and Name;

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor hereby sells, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Marks and Name and any registrations thereof or applications therefor, together with the goodwill associated with the Marks and Name, and all rights in the Marks and Name, including but not limited to the right to file for protection around the world on the Marks and Name, the right to renew any registrations on the Marks and Name, and the right to sue for past and future infringement of the Marks and Name, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.

2. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

3. Amendment of Agreement. No modification, changes, or supplements to this Agreement shall be effective except as may be agreed upon in writing signed by an authorized officer of each party.

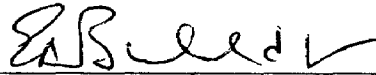
4. Severability. The invalidity of any provision of this Agreement shall not affect the enforceability of any other provisions of this Agreement. The invalidity of any provision of this Agreement shall merely render such invalid provision ineffective.

5. Governing Law. The parties hereby agree that this Agreement shall be governed by and construed under and in accordance with the laws of the State of New York without giving effect to principles of conflict of laws. The parties consent to the jurisdiction of all state and federal courts of record situated in the State of New York. Service of process upon any party shall be deemed, in every respect, effective upon such party if made by prepaid registered or certified mail, return receipt requested, or if personally delivered

against receipt to the address set forth in the Preamble to this Agreement or to such other address as a party may designate in writing to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as a sealed instrument as of the day and year first above written.

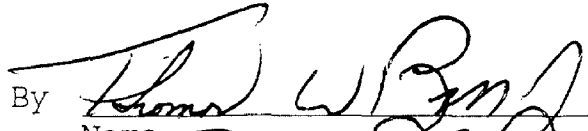
OHS SERVICE CORP.

By 
Name: Edward A. Blechschmidt
Title: President

On this 10th day of June, 2002,
before me appeared Edward A. Blechschmidt
who signed this instrument and who
acknowledged that he signed it on
behalf of OHS Service Corp. with
authority to do so.

Audrey K. Trachtenberg
Notary Public

AUDREY K. TRACHTENBERG
Notary Public, State of New York
No. 4935458
Qualified in Suffolk
Commission Expires 6/27/06

By 
Name: *Thomas W Baker*
Title: *Sr Vice Pres, Sec*