

RECO



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BOX ASSIGNMENTS, Commissioner of Patents and Trademarks, Washington, D.C. 20231  
Please record and index the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**Walsh HealthCare Solutions, Inc.**  
 a State of Arkansas Corporation *12-10-02*

2. Name and address of receiving party(ies):  
 Name: **AFW Alliance, LLC**  
 Address: 1702 Hampton Road  
 City: **Texarkana** State: **TX**  
 Type of Company: **LLC**  
 Corporation-State: **Texas**  
 If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of Conveyance: **Assignment**  
 Execution Date: **November 8, 2002**

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) **1,491,891; 2,533,537; 1,497,648; 2,502,438; 2,518,041; 2,507,599; 2,598,404; 2,518,040; 2,507,598; 2,507,600; 2,518,042**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Emily C. Canedo  
 Michael Best & Friedrich LLP  
 100 East Wisconsin Avenue  
 Milwaukee, Wisconsin 53202-4108

6. Total number of applications and registrations involved: **11**

7. Total fee (37 CFR 3.41):.....\$ **290.00**  
 Enclosed  
 Deficiencies in fee charged to deposit account

8. Deposit account number: **13-3080**

11/06/2003 LHMUELLER 00000264 1491891  
 01 FC:4521 40.00 CP  
 02 FC:4522 250.00 DP

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.  
 Emily C. Canedo  
 Name of Person Signing  
 Signature *Emily C. Canedo*  
 December 9, 2002  
 Date  
 Total number of pages including cover sheet, attachments, and document: **8**

United States Postal Service Express Mail Mailing Label No. EL671308768US

cc: Docketing

*Cal*

HEALTHCARE AMERICA  
Trademark Assignment

This HealthCare America Trademark Assignment (this "*Assignment*") is made and entered into effective as of November 8, 2002, by and among Walsh HealthCare Solutions, Inc., formerly known as Walsh Distribution, Inc., an Arkansas corporation, having its principal place of business at 1702 Hampton Road, Texarkana, Texas (hereinafter referred to as "*Assignor*"), and AFW Alliance, LLC, a Texas limited liability company, having its principal place of business at 1702 Hampton Road, Texarkana, Texas (hereinafter referred to as "*Assignee*").

**RECITALS**

1. Assignor is the record owner of the trademarks and service marks (collectively the "*Marks*") listed on Schedule A attached to this Assignment and the corresponding U.S. trademark registrations and application(s) listed therein.
2. Assignor has licensed the Marks to certain entities (collectively the "*Trademark License Agreements*") listed on Schedule B attached to this Assignment.
3. Assignor has agreed to assign the Marks, the Trademark License Agreements, and all ancillary rights thereto to Assignee, and Assignee is desirous of acquiring the Marks and the registration thereof.
4. Assignor warrants that it has the right to assign the Marks to Assignee; that the Marks, including the registrations and applications therefor, are unencumbered and are not subject to any lien or security interest.

**ASSIGNMENT OF THE MARKS**

5. That for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby transfer, convey and assign to Assignee all of Assignor's rights, title and interest in and to the Marks together with the goodwill of that portion of the business in which the Marks are used, along with any and all rights to enforcement with respect thereto, including rights to sue for and to collect damages or any other compensation for past infringement or dilution thereof. Assignee hereby accepts and assumes all of Assignor's right, title and interest in and to the Marks and any interest Assignor may have in or to the goodwill of that portion of the business in which the Marks are used, and hereby accepts and assumes, and agrees fully, faithfully and promptly to pay, perform, observe and discharge, as and when due, all of Assignor's obligations with respect to the Marks.

**ASSIGNMENT OF TRADEMARK LICENSE AGREEMENTS**

6. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, hereby transfers, conveys and assigns to Assignee all of Assignor's

rights, title and interest in and to the Trademark License Agreements including, when provided under the terms and conditions of any Trademark License Agreement, any and all rights of enforcement, including rights to sue for and collect damages or any other compensation for past infringement or dilution, together with any interest Assignor may have in or to the goodwill of that portion of the business which inured to the benefit of Assignor under the Trademark License Agreement(s). Assignee hereby accepts and assumes all of Assignor's right, title and interest in and to the Trademark License Agreements and any interest Assignor may have in or to the goodwill of that portion of the business which inured to the benefit of Assignor under the Trademark License Agreements, and hereby accepts and assumes, and agrees fully, faithfully and promptly to pay, perform, observe and discharge, as and when due, all of the covenants, conditions, agreements, terms and obligations on the part of Assignor to be performed under the Trademark License Agreements accruing from and after the date of this Assignment.

**Assignor:**

Walsh HealthCare Solutions, Inc.  
 (formerly known as Walsh Distribution, Inc.)

By: \_\_\_\_\_  
 Greg T. Ashby  
 President & CEO

**Assignee:**

AFW Alliance, LLC

By: American Pharmacy  
 Cooperative, Inc. (Member)

By: \_\_\_\_\_  
 Timothy R. Hamrick  
 President

By: The F. Dohmen Co. (Member)

By: \_\_\_\_\_  
 John F. Dohmen  
 President

By: Walsh HealthCare Solutions,  
 Inc. (Member)

By: \_\_\_\_\_  
 Greg T. Ashby  
 President & CEO

rights, title and interest in and to the Trademark License Agreements including, when provided under the terms and conditions of any Trademark License Agreement, any and all rights of enforcement, including rights to sue for and collect damages or any other compensation for past infringement or dilution, together with any interest Assignor may have in or to the goodwill of that portion of the business which inured to the benefit of Assignor under the Trademark License Agreement(s). Assignee hereby accepts and assumes all of Assignor's right, title and interest in and to the Trademark License Agreements and any interest Assignor may have in or to the goodwill of that portion of the business which inured to the benefit of Assignor under the Trademark License Agreements, and hereby accepts and assumes, and agrees fully, faithfully and promptly to pay, perform, observe and discharge, as and when due, all of the covenants, conditions, agreements, terms and obligations on the part of Assignor to be performed under the Trademark License Agreements accruing from and after the date of this Assignment.

**Assignor:**

Walsh HealthCare Solutions, Inc.  
(formerly known as Walsh Distribution, Inc.)

By: \_\_\_\_\_  
Greg T. Ashby  
President & CEO

**Assignee:**

AFW Alliance, LLC

By: American Pharmacy  
Cooperative, Inc. (Member)

By: \_\_\_\_\_  
Timothy R. Hamrick  
President

By: The F. Dohmen Co. (Member)

By: \_\_\_\_\_  
  
John F. Dohmen  
President

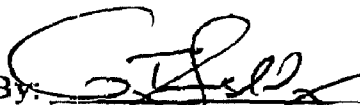
By: Walsh HealthCare Solutions,  
Inc. (Member)

By: \_\_\_\_\_  
Greg T. Ashby  
President & CEO

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**Assignor:**

Walsh HealthCare Solutions, Inc.  
(formerly known as Walsh Distribution, Inc.)

By:   
\_\_\_\_\_  
Greg T. Ashby  
President & CEO

**Assignee:**

AFW Alliance, LLC

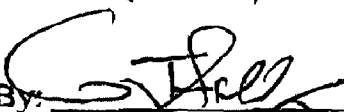
By: American Pharmacy  
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By: The F. Dohmen Co. (Member)

By: \_\_\_\_\_  
John F. Dohmen  
President

By: Walsh HealthCare Solutions,  
Inc. (Member)

By:   
\_\_\_\_\_  
Greg T. Ashby  
President & CEO

ACKNOWLEDGMENT OF ASSIGNOR

State of Texas  
County of Bowie

Given before me the above date as the free act and deed of Walsh HealthCare Solutions, Inc., formerly known as Walsh Distribution, Inc., an Arkansas corporation, by its President & CEO, Greg T. Ashby.



Notary Public

My commission expires: 11-21-2002

(SEAL)



**SCHEDULE B  
TRADEMARK LICENSE AGREEMENTS**

1. License agreement dated May 1, 2000; Licensee: Walsh Dohmen Southeast, LLC.
2. License agreement dated May 1, 2000; Licensee: The F. Dohmen Co.

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