

03-05-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

102380434

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

1. Name of conveying party(ies):

OncoScripts, Inc.

3-3-03

- Individual(s) Association General Partnership Limited Partnership Corporation-State-Maryland Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: CuraScript, Inc.

Internal

Address:

Street Address: 7101 TPC Drive, Suite 150

City: Orlando State: FL Zip: 32822

- 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:

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75/777164

75/777158

Additional number(s) attached Yes No

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

Name: Diane K. Wohlfarth

Internal Address: Papernick & Gefsky, LLC

Street Address: One Oxford Centre 34th Floor

City: Pittsburgh State: PA Zip: 15219

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41): \$ 65.00

- 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.

Diane K. Wohlfarth Name of Person Signing

Signature

3/25/03

Date

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

12

03/04/2003 ECDOPER 00000065 75777164

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

01 FC:8521 02 FC:8522

40.00 25.00

TRADEMARK REEL: 002683 FRAME: 0370

STOCK EXCHANGE AND PURCHASE AGREEMENT

THIS STOCK EXCHANGE AND PURCHASE AGREEMENT (this "Agreement") is made as of November 13, 2000, by and among OncoScripts, Inc., a Maryland corporation (the "Company"), the stockholders of the Company listed on the Schedule of Stockholders attached hereto (collectively, the "Sellers" and individually, a "Seller"). CPS Holdings, LLC, a Delaware limited liability company (the "Parent"), and CuraScript Pharmacy, Inc., a Delaware corporation (the "Purchaser" and, together with the Parent, the "Buyer Group"). The Company, the Sellers, the Parent and the Purchaser are referred to herein collectively as the "Parties" and individually as a "Party." Certain capitalized terms used herein are defined in Section 15 below.

WHEREAS, the authorized capital stock of the Company consists of 10,000 shares of common stock, par value \$0.01 per share (the "Company Stock"), of which 100 shares are issued and outstanding; and

WHEREAS, the Sellers own beneficially and of record 100% of the issued and outstanding shares of Company Stock; and

WHEREAS, the Parent and certain of the Sellers (the "Rollover Sellers") desire to enter into a transaction that qualifies as an exchange under Section 721 of the Code whereby the Rollover Sellers will each transfer 2.77777 shares of Company Stock (collectively, the "Exchange Shares") to the Parent in exchange for Parent's Class B Preferred Units, in each case upon the terms and conditions set forth herein; and

WHEREAS, the Purchaser desires to acquire from the Sellers, and the Sellers desire to sell to the Purchaser, the remaining shares of Company Stock issued and outstanding immediately prior to the Closing (collectively, the "Purchase Shares" and, together with the Exchange Shares, the "Acquired Shares"), in each case upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, warranties and covenants which are to be made and performed by the respective Parties, each of the Parties hereto, intending to be legally bound, hereby agrees as follows:

Section 1. Exchange and Purchase Transactions.

1.1 Aggregate Acquisition Price. The aggregate consideration to be paid by the Buyer Group to the Sellers pursuant to this Agreement (the "Aggregate Acquisition Price") shall be an amount equal to (A) the result of (i) \$17,000,000 minus (ii) the Indebtedness Amount minus (iii) the excess (if any) of the Baseline Net Working Capital Amount over the Actual Net Working Capital Amount minus (iv) 50% of the cost of the insurance policy purchased by the Company pursuant to Section 2.18 hereof (the "Cash Purchase Price"), plus (B) two hundred (200) Parent Class B Preferred Units.

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of each of the oral arrangements, contracts and agreements, in each case that are referred to on the Contracts Schedule, the Intellectual Property Rights Schedule, the Employees Schedule or the Employee Benefits Schedule together with all amendments, waivers or other changes thereto.

6.14 Intellectual Property Rights

6.14.1 The attached Intellectual Property Rights Schedule contains a complete and accurate list of all (a) patented or registered Intellectual Property Rights owned or used by the Company, (b) pending patent applications and applications for registrations of other Intellectual Property Rights filed by the Company, and (c) material unregistered Intellectual Property Rights owned or used by the Company. The Intellectual Property Rights Schedule also contains a complete and accurate list of all licenses and other rights granted by the Company to any third party with respect to any Intellectual Property Rights, all licenses and other rights granted by any third party to the Company with respect to Intellectual Property Rights and all other agreements affecting the Company's ability to use or disclose any Intellectual Property Rights, in each case identifying the subject Intellectual Property Rights. The Company owns, free and clear of all Liens (and without restriction as to use or disclosure other than pursuant to a written license set forth on the Intellectual Property Rights Schedule), all right, title and interest to, or has the right to use pursuant to a valid and enforceable license, all Intellectual Property Rights necessary for the operation of the businesses of the Company as presently conducted, including, without limitation, all Intellectual Property Rights identified on the Intellectual Property Rights Schedule. Without limiting the generality of the foregoing, subject to the rights of customers for which any Intellectual Property Rights were developed by the Company in the ordinary course of business, the Company owns and possesses all right, title and interest in and to all Intellectual Property Rights created or developed by or under the direction or supervision of the Company, or of any Seller, relating to the business of the Company or to the actual or demonstratively anticipated research or development conducted by the Company. To the knowledge of the Company and/or each Seller, it is not and will not be necessary to utilize any Intellectual Property Rights of any employee of the Company developed, invented or made prior to such employee's employment by the Company except for any such Intellectual Property Rights that have previously been assigned to the Company or are work for hire. Except as set forth on the Intellectual Property Rights Schedule, the loss or expiration of any Intellectual Property Right or related group of Intellectual Property Rights owned or used by the Company is not pending or threatened. The Company has used commercially reasonable efforts to maintain and protect the Intellectual Property Rights which the Company owns. To the knowledge of the Company and/or each Seller, the owners of Intellectual Property Rights licensed to the Company have taken commercially reasonable action to maintain and protect the Intellectual Property Rights which are subject to such licenses.

6.14.2 Except as set forth on the Intellectual Property Rights Schedule, (a) there have been no claims made asserting the invalidity, misuse or unenforceability of any Intellectual Property Rights owned or used by the Company, and, to the knowledge of the Company and/or each Seller, there are no valid grounds for the same. (b) neither the Company nor any Seller has received any notices of, and neither the Company nor any Seller is aware of any facts which indicate a likelihood

of, any infringement or misappropriation by, or conflict with, any third party with respect to such Intellectual Property Rights (including, without limitation, any demand or request that the Company license any rights from a third party), (c) the conduct of the businesses of the Company have not infringed, misappropriated or conflicted with and does not infringe, misappropriate or conflict with any Intellectual Property Rights of other Persons and (d) to the knowledge of the Company and/or each Seller, the Intellectual Property Rights owned by or licensed to the Company have not been infringed, misappropriated or conflicted by other Persons. The transactions contemplated by this Agreement shall not have an adverse effect on the right, title and interest of the Company in and to the Intellectual Property Rights listed on the Intellectual Property Rights Schedule, and all of such Intellectual Property Rights shall be owned or otherwise available for use by the Company on substantially identical terms and conditions immediately following the Closing.

6.15 Government Licenses and Permits. The attached "Permits Schedule" contains a complete listing and summary description of all permits, licenses, franchises, registrations, consents, contracts, accreditations, certificates, approvals and other authorizations of foreign, federal, state and local governments or non-government agencies or other similar rights owned, possessed or used by the Company in the conduct and operation of its business and the ownership of their properties and assets (collectively, the "Licenses"). The Company owns or possesses all right, title and interest in and to all of the Licenses, and the Licenses constitute all permits, licenses, franchises, registrations, consents, contracts, accreditations, certificates, approvals and other authorizations necessary for the conduct and operation of the businesses of the Company that failure to have would be likely to have a Material Adverse Effect on the Company's ability to occupy, operate and conduct their respective businesses. The Company is in compliance with the terms and conditions of the Licenses and has received no notices that it is in default or violation of any of the terms or conditions of such Licenses or any allegations of failure to hold or obtain any permit, license, franchise, certificate, approval or authorizations. The Company has taken all necessary action to maintain such Licenses. There are no grounds for revocation, suspension or limitation of any of the Licenses and no loss or expiration of any License is pending or, to the knowledge of the Company and/or each Seller, threatened, other than expiration in accordance with the terms thereof and all of such Licenses shall be owned or available for use by the Company on substantially identical terms immediately following the Closing pursuant to the terms and conditions of the Agreement Regarding Use of Licenses (the form of which is attached hereto as Exhibit C).

6.16 Litigation, etc. Except as set forth on the attached "Litigation Schedule", there are no actions, suits, proceedings (including any arbitration proceedings), orders, investigations or claims pending or, to the knowledge of the Company and/or any Seller, threatened against or affecting the Company or any assets of the Company (or to the knowledge of the Company and/or any Seller, pending or threatened against or affecting any of the officers, directors, members, partners, managers or employees of the Company with respect to his, her or its businesses or proposed business activities), or pending or threatened by the Company against any third party, at law or in equity, or before or by any governmental department, commission, board, bureau, agency or instrumentality (including, without limitation, any actions, suits, proceedings or investigations with respect to the transactions contemplated by this Agreement); the Company is not subject to any arbitration

IN WITNESS WHEREOF, the parties hereto have executed this Stock Exchange and Purchase Agreement on the date first written above.

ONCOSCRIPTS, INC.

By: [Signature]

Name: Jeffrey P. Spafford

Title: President

CPS HOLDINGS, LLC

By: _____

Name: _____

Title: _____

CURASCRIP PHARMACY, INC.

By: _____

Name: _____

Title: _____

SELLERS:

[Signature]
Raju Mantena, RPh.

[Signature]
Jeffrey P. Spafford

[Signature]
Michael S. Joslin

[Signature]
Raju Mantena, solely as Representative

IN WITNESS WHEREOF, the parties hereto have executed this Stock Exchange and Purchase Agreement on the date first written above.

ONCOSCRIPTS, INC.

By: _____

Name: _____

Title: _____

CPS HOLDINGS, LLC

By: DMcM

Name: Dom McM

Title: Pres / CEO

CURASCRIPT PHARMACY, INC.

By: DMcM

Name: Dom McM

Title: Pres / CEO

SELLERS:

Raju Mantena, RPh.

Jeffrey P. Spafford


Michael S. Joslin

Raju Mantena, solely as Representative

STOCK POWER

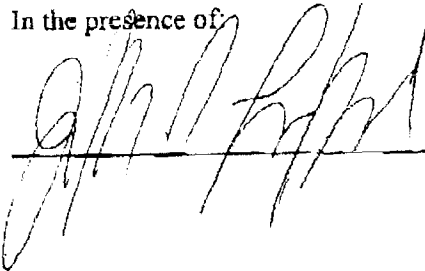
FOR VALUE RECEIVED, the undersigned, Raju Mantena, does hereby sell, transfer and assign unto CuraScript Pharmacy, Inc., a Delaware corporation, eighty-eight (88) shares of common stock of OncoScripts, Inc. standing in his name on the books of such corporation and represented by Stock Certificate Number 1, and does hereby irrevocably constitute and appoint _____ as attorney to transfer said shares of stock on the books of the corporation with full power of substitution in the premises.

DATED as of this 30th day of November, 2000.



Raju Mantena

In the presence of

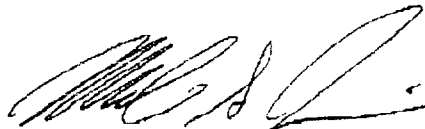


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STOCK POWER

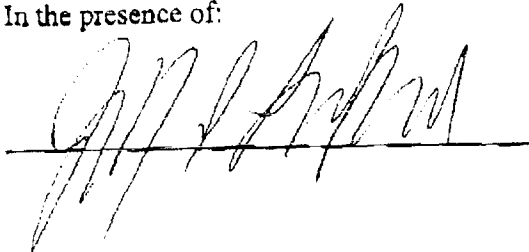
FOR VALUE RECEIVED, the undersigned, Michael S. Joslin, does hereby sell, transfer and assign unto CuraScript Pharmacy, Inc., a Delaware corporation, six (6) shares of common stock of OncoScripts, Inc. standing in his name on the books of such corporation and represented by Stock Certificate Number 3, and does hereby irrevocably constitute and appoint _____ as attorney to transfer said shares of stock on the books of the corporation with full power of substitution in the premises.

DATED as of this 30th day of November, 2000.



Michael S. Joslin

In the presence of:

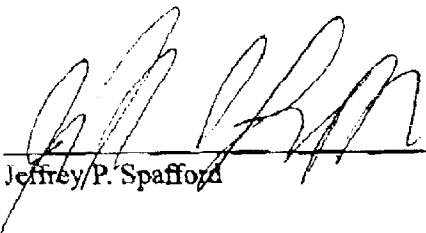


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STOCK POWER

FOR VALUE RECEIVED, the undersigned, Jeffrey P. Spafford, does hereby sell, transfer and assign unto CuraScript Pharmacy, Inc., a Delaware corporation, six (6) shares of common stock of OncoScripts, Inc. standing in his name on the books of such corporation and represented by Stock Certificate Number 2, and does hereby irrevocably constitute and appoint _____ as attorney to transfer said shares of stock on the books of the corporation with full power of substitution in the premises.

DATED as of this 30th day of November, 2000.



Jeffrey P. Spafford

In the presence of:



(MS85392:1)

INTELLECTUAL PROPERTY RIGHTS SCHEDULE

1. Federal trademark application for the trademark OncoScripts.
2. Domain Name - www. OncoScripts.com
3. Fictitious Name - Oncology 1st Infucor
4. Computer software licenses: CPR+, Microsoft Office, Peachtree Accounting.

EXECUTION COPY

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STOCK EXCHANGE AND PURCHASE AGREEMENT

by and among

ONCOSCRIPTS, INC.,

THE STOCKHOLDERS OF ONCOSCRIPTS, INC.,

CPS HOLDINGS, LLC

and

CURASCRIPT PHARMACY, INC.

November 13, 2000

ALU STATE LEGAL 1 800 222 2510

**CPS HOLDINGS, LLC
CURASCRIP PHARMACY, INC.**

**ACQUISITION OF ALL THE CAPITAL STOCK OF
ONCOSCRIPTS, INC. BY
CURASCRIP PHARMACY, INC.**

CLOSING DATE: NOVEMBER 30, 2000