

Form PTO-1594 (Rev. 6-93) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY Patent and Trademark Office
 OMB No 0651-0011 (exp. 4/94)

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

1. Name of conveying party(ies):
 Hyperion Medical, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Florida _____
 Other _____

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

2. Name and address of receiving party(ies):
 Gericare Providers, Inc.
 1125 17th Street, Suite 2400
 Denver, CO 80203

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Colorado
 Other

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Bill of Sale and Trademark Assignment
 Execution Date: June 30, 2003

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)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description B. Trademark Registration No(s). and description

See Attached Exhibit A

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

Ester Martin Maillaro
 FAEGRE & BENSON LLP
 3200 Wells Fargo Center
 1700 Lincoln Street
 Denver, Colorado 80203-4532
 303/607-3686

6. Total number of applications and registrations involved: 05


7. Total fee (37 CFR 3.41) \$140.00

Enclosed
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

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.

Ester Martin Maillaro  August 11, 2003
 Name of person signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

Mail documents to be recorded with required cover sheet information to:
 Director - U.S. Patent and Trademark Office, Box Assignments
 Washington, D.C. 20231

EXHIBIT A

A. Trademarks:

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
HYPERION	US	2,098,183
COMPASSURE	US	2,262,262
COMPASSURE COMPETENCY COMPLIANCE COMPENSATION	US	2,263,177
GENESIS	US	2,184,868
ISO-GEL	US	2,162,731

B. All rights in and related to the Genesis Ointment more fully described in the attached specifications.

BILL OF SALE AND ASSIGNMENT AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of the 30th day of June, 2003 (the "Effective Date"), by and between Hyperion Medical, Inc., a Florida corporation ("Seller"), and GeriCare Providers, Inc., a Colorado corporation ("Buyer").

Recitals

WHEREAS, Seller has agreed to assign and convey certain tangible and intangible assets owned by Seller and set forth on **Exhibit A** (the "Assets");

WHEREAS, Seller has created (solely or jointly with others) certain items generally described in **Exhibit B**, including, without limitation, any and all related documentation (including without limitation any written methodology or diagrams) or other content; algorithms and formulae; inventions, discoveries, improvements, ideas, trade secrets, know-how and confidential information; trademarks (including, but not limited to, all rights in and to the name "Hyperion"); copyrights, patent rights and any other intellectual property rights; any other works discovered, prepared or developed by or for Seller set forth or in connection with the items set forth in **Exhibit B**; and all tangible aspects of the foregoing, including the physical media on which the foregoing are stored (collectively, the "Technology"); and

WHEREAS, Seller desires to sell and Buyer agrees to purchase the Assets and the Technology all under the terms and conditions set forth in this Agreement.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Seller does hereby sell, convey, assign, transfer and deliver to Buyer, its successors and assigns, free and clear of all security interests, liens, restrictions, claims, encumbrances, or charges of any kind ("Encumbrances"), all of Seller's right, title, and interest in and to the Assets.

TO HAVE AND TO HOLD all such Assets hereby sold, conveyed, assigned, transferred and delivered unto Buyer, its successors and assigns, for its and their own use, benefit and behalf forever.

2. Assignment of Intellectual Property.

(a) Seller does hereby sell, convey, transfer, assign and deliver to Buyer all of Seller's right, title and interest in and to the Technology free and clear of all Encumbrances and acknowledges that Buyer will own all such right, title and interest in and to the Technology, including, without limitation, any and all related: trademark, trade name, and other rights in the name "Hyperion" (including the goodwill associated therewith), copyright, patent and trade secret rights; rights that may arise under any copyright or other law hereinafter in effect in the

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United States or in any other countries; applications, registrations, extensions and renewals for any of the foregoing; and the right to sue for, settle and release past, present and future infringement. Notwithstanding the foregoing, Seller acknowledges that Buyer may use, sell, license, translate, copy, duplicate, distribute, perform, display, add to, subtract from, arrange, rearrange, revise, modify, change, adapt and otherwise exploit the Technology and any derivative works thereof in Buyer's sole and absolute discretion.

(b) At Buyer's request, Seller shall, at Buyer's expense, execute and deliver, from time to time, any instrument and take any other lawful actions, as may be necessary to evidence, maintain, effectuate, or defend any and all of Buyer's rights in the Technology and any derivative works thereof.

(c) Seller hereby irrevocably waives all rights under all laws (of the United States and all other countries) now existing or hereafter permitted, with respect to any and all purposes for which the Technology and any derivative works thereof may be used, including without limitation: (i) all rights under the United States Copyright Act, or any other country's copyright law, including but not limited to, any rights provided in 17 U.S.C. §§ 106 and 106A; and (ii) any rights of attribution and integrity or any other "moral rights of authors" existing under statutory, common or any other law.

3. Purchase Price. In consideration for the assignment of the Assets and the Technology, Buyer shall pay Seller \$195,851.41 by company check or wire transfer.

4. Taxes. The parties acknowledge that sales tax or other taxes may arise as a result of the sale and purchase of the Assets. Buyer hereby agrees to pay any and all sales tax or other taxes associated with such sale.

5. Further Assurances. Seller and Buyer each covenant and agree that it will at any time and from time to time do, execute, acknowledge, and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney, or other instruments that Buyer or Seller, as applicable, deems reasonably necessary or proper to carry out the assignments, conveyances and assumptions intended to be made hereunder.

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

7. Entire Agreement. This Agreement and the other documents and writings referred to herein or delivered pursuant hereto, contain the entire understanding of the parties with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and thereof.

8. Severability. In the event that any one or more of the provisions contained in this Agreement shall be determined to be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, and enforceability of any such provision or provisions in every other respect and the remaining provisions of this Agreement shall not be in any way impaired.

9. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument.

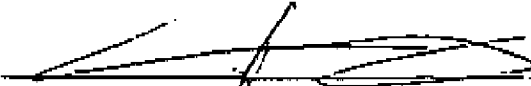
10. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado without regard to principles thereof relating to conflict of laws.

11. Jurisdiction; Venue. This Agreement and the rights of the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to conflict of laws provisions. In the event of litigation relating to this Agreement, the parties hereto agree that the exclusive venue and place of jurisdiction shall be the State of Colorado, City and County of Denver, including the United States District Court for the District of Colorado in Denver, Colorado, and each party hereto waives any objection relating to the basis for personal or in rem jurisdiction or to venue which it may now or hereafter have in any such suit, action or proceeding.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

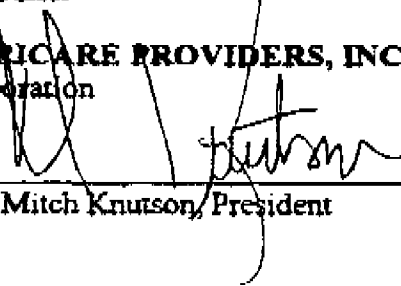
SELLER:

HYPERION MEDICAL, INC., a Florida corporation

By: 
Eric Jolly, CEO *CHAIRMAN*

BUYER:

GERICARE PROVIDERS, INC., a Colorado corporation

By: 
Mitch Knutson, President



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T-536 P.09/10 F-416

EXHIBIT A

ASSETS

See Attached

A-1

TRADEMARK
REEL: 002697 FRAME: 0709

EXHIBIT B
TECHNOLOGY

A. Trademarks:

<u>Trademark</u>	<u>Country</u>	<u>Registration No.</u>
HYPERION	US	2,098,183
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