

06-04-2003

Form PTO-1594

(Rev. 10/02)

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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):

Home Physicians Management, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other 6-2-03

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

2. Name and address of receiving party(ies)

Name: Physicians Home Management, Inc.

Address: _____

Street Address: 1735 N. Ashland, 2nd Floor

City: Chicago State: IL Zip: 60622

- 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) 1973058

Additional number(s) attached Yes No

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

Name: Paul A. Gilman

Internal Address: Aronberg Goldgehn

Davis & Garmisa

Street Address: One IBM Plaza, Suite 3000

City: Chicago State: IL Zip: 60611

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

Paul A. Gilman

Name of Person Signing

Paul A. Gilman

Signature

5-27-03

Date

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

06/04/2003 DEBYRNE 00000024 1973058

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

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TRADEMARK
REEL: 002744 FRAME: 0453

TRADEMARK ASSIGNMENT

WHEREAS, Home Physicians Management, Inc., organized and existing under the laws of the State of Illinois, with its principal place of business at 1735 North Ashland Avenue, Chicago, IL 60622, United States of America ("Assignor"), is the owner of United States Trademark Certificate No. 1973058 (the "Registration") for Home Physicians (the "Mark"), a copy of which is attached as Exhibit A; and

WHEREAS, Physicians Home Management, Inc., organized and existing under the laws of the State of Delaware, with its principal place of business at 1735 North Ashland Avenue, Chicago, Illinois 60622, United States of America ("Assignee") is desirous of acquiring any and all rights that Assignor may have throughout the world in and to the Trademark and the Registration, together with the goodwill interest of the business in connection with which the Trademark is used and symbolized by the Trademark, throughout the world, along with the right to recover for damages and profits for any past, present or future infringements thereof.

NOW, THEREFORE, for one dollar (\$1.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee, its successors, legal representatives and assigns, all of Assignor's rights, title and interest in and to the Trademark and the Registration, together with the goodwill of the business in connection with which the Trademark is used and which is symbolized by the Trademark, throughout the world, along with all rights to damages and profits, due or accrued, arising out of past, present or future infringements thereof or injury to said goodwill, and the right to sue for and recover the same in Assignee's own name.

Assignor further agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all Assignor's right, title and interest in and to the Trademarks to the Assignee and/or provide evidence to support any of the foregoing in the event such evidence is necessary to effectuate the assignment, to the extent such evidence is in the possession or control of the Assignor.

IN WITNESS WHEREOF, this instrument has been executed this 1st day of January, 2002.

Home Physicians Management, Inc., Assignor

Physicians Home Management, Inc., Assignee

By: Scott Schneider

Name: Scott Schneider
Title: President

By: Scott Schneider

Name: Scott Schneider
Title: President