

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
iKnowMed, Inc., a Delaware corporation
iKnowMed, a California corporation

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

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

2. Name and address of receiving party(ies)
Name: US Oncology Corporate, Inc.
Internal
Address: Suite 1300
Street Address: 16825 Northchase Drive
City: Houston State: TX Zip: 77060

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: 07/09/2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/924,042

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,394,513
2,212,846; 2,742,528

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Andrews Kurth LLP, attn: Steve Lauff
Internal Address: Suite 4200

Street Address: 600 Travis

City: Houston State: TX Zip: 77002

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500897 (matter no. 154502)

DO NOT USE THIS SPACE

9. Signature.

Steve Lauff  08/03/2004
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 6

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

CH \$115.00 500897 75924042

TRADEMARK ASSIGNMENT

WHEREAS, iKnowMed, Inc., a Delaware corporation (the "*Parent*"), and its wholly-owned subsidiary, **iKnowMed**, a California corporation (the "*Company*") (the Parent and the Company collectively referred to herein as the "*Assignors*"), are parties to that certain Purchase and Sale of Assets Agreement executed and effective as of the 9th day of July, 2004, between Assignors, on the one hand, and US Oncology, Inc., a Delaware corporation, on the other hand, pursuant to which Assignors agree to sell, convey, assign, and transfer to **US Oncology Corporate, Inc.**, a Delaware corporation ("*Assignee*"), substantially all the assets and properties of Assignors;

WHEREAS, Assignors have used certain trademarks ("*Marks*") and acquired registrations therefore at the U.S. Patent and Trademark Office ("*Registrations*") or submitted an application for such registration ("*Application*"), in each case as set forth on *Schedule A*, which is attached hereto and incorporated herein; and

WHEREAS, Assignors have acquired and developed goodwill of the businesses connected with the use of and symbolized by the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, Assignors hereby irrevocably sell, transfer, convey, assign and deliver to Assignee all of Assignors' rights, titles and interests in, under and to the Marks, the Registrations and the Application throughout the world, together with the goodwill of the businesses in connection with which the Marks are used and which are symbolized by the Marks, including any and all rights Assignors may have to sue or otherwise maintain a cause of action for the infringement or misappropriation of same prior to the date hereof.

Each of the Assignors authorizes and empowers Assignee or its nominees to invoke and claim for the Marks and associated goodwill any and all other forms of protection, and hereby consents that a copy of this assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in the United States or any foreign country for any purpose.

Each of the Assignors hereby authorizes the respective officials whose duty it is to issue trademark or service mark registrations or other forms of protection for marks to issue to or as requested by Assignee, in accordance with the terms of this Assignment, any and all registrations and other governmental instruments with respect to the Marks and associated goodwill, such that all registrations and other forms of trademark and service mark protection with respect to the Marks, and any worldly rights not expressly referenced herein with respect to the Marks set forth in *Schedule A*, vest in and accrue to Assignee.

Each of the Assignors hereby represents and warrants that it has the full right and power to convey the entire rights, titles and interests herein assigned and that it has not executed and will not execute any agreement in conflict herewith.

At the request of Assignee, each of the Assignors agrees to execute and deliver all documents, papers, instruments and assignments, and to perform any other reasonable acts Assignee may require, in order to vest in Assignee all of Assignors' rights, titles, and interests in and to the Marks, the Registrations, the Application, and the associated goodwill, and to provide

evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of such Assignor.

Each of the Assignors hereby irrevocably makes, constitutes and appoints Assignee, and authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with full power of substitution and with the absolute power and authority to take any and all action and to execute thereafter any and all applications, documents, papers, filings and instruments which Assignee deems necessary or desirable to accomplish the purposes of this Assignment. Such Assignor hereby ratifies and confirms all that such attorney shall lawfully do or cause to be done by virtue hereof.

(Signature pages follow.)

IN WITNESS WHEREOF, Assignors have executed this Assignment as of the 9th day of July, 2004.

ASSIGNOR

iKnowMed, Inc., a Delaware corporation

By: *Donald W. Simberg*
Name: Donald W. Simberg
Title: CEO

STATE OF CALIFORNIA §
COUNTY OF SAN FRANCISCO §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared *DONALD W. SIMBERG*, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this 9TH day of July, 2004.

Donald W. Simberg
Notary Public in and for the State of California
My Commission Expires: 11-19-06

(Seal)



ASSIGNOR

iKnowMed, a California corporation

By: *Donald W. Simberg*
Name: Donald W. Simberg
Title: CEO

STATE OF CALIFORNIA §
COUNTY OF SAN FRANCISCO §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared *DONALD W. SIMBERG*, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.


GIVEN UNDER MY HAND and seal of office this 9TH day of July, 2004.

Donald W. Simberg
Notary Public in and for the State of California
My Commission Expires: 11-19-06

ACKNOWLEDGED AND ACCEPTED this Assignment from Assignor this 9th day of July, 2004.

ASSIGNEE

US Oncology Corporate, Inc., a Delaware corporation


By: 
Name: Bruce Brussard
Title: Vice President

STATE OF TEXAS §
COUNTY OF Harris §

I, the undersigned Notary Public, do hereby attest that before me on this day personally appeared Bruce Brussard, known to me to be the person whose name is subscribed to the foregoing instrument, who acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND and seal of office this 9th day of July, 2004.




Notary Public in and for the State of Texas
My Commission Expires: 4-24-2005

SCHEDULE A**U.S. Trademark Registrations**

<u>Ser. No.</u>	<u>Reg. No.</u>	<u>Mark</u>
75/184,109	2,394,513	KNOWMED
75/379,426	2,212,846	KNOWCHART
75/853,903	2,742,528	IKNOWCHART

U.S. Trademark Application

<u>Ser. No.</u>	<u>Mark</u>
75/924,042	IKNOWMED