

03-19-2004

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

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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):

3-1704

HCS INFUSION SERVICES, INC. f/k/a HEALTHCARE SOLUTIONS, INC.

- Individual(s) Association General Partnership Limited Partnership [XX] Corporation-State - Delaware Other

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

3. Nature of conveyance:

- [XX] Assignment Merger Security Agreement Change of Name Other

Execution Date: March 11, 2004

2. Name and address of receiving party(ies)

Name: LINCARE LICENSING INC.

Internal Address: 19387 U.S. 19 North

Street Address:

City: Clearwater State: FL Zip: 33764

- Individual(s) citizenship Association General Partnership Limited Partnership [XX] 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,097,816

Additional number(s) attached Yes [XX] No

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

Name: C. Douglas McDonald

Internal Address:

CARLTON FIELDS, P.A.

P.O. Box 3239

Street Address:

City: Tampa State: FL Zip: 33601-3239

6. Total number of applications and registrations involved:

1

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

- [XX] Enclosed [XX] Authorized to be charged to deposit account for any additional charges

8. Deposit account number:

03-0683

OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.

C. Douglas McDonald

Name of Person Signing

[Signature]

Signature

3/15/04

Date

3

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

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

TRADEMARK REEL: 002935 FRAME: 0577

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 11th day of March, 2004, by and between **HCS INFUSION SERVICES, INC.** (f/k/a/ **HEALTHCARE SOLUTIONS, INC.**), a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business at 3741 Plaza Drive, Ann Arbor, MI 48108 ("Assignor"), and **LINCARE LICENSING INC.**, a corporation duly organized and existing under the laws of the State of Delaware, having its principal place of business at 19387 U.S. 19 North, Clearwater, Florida 33764 ("Assignee").

WITNESSETH

WHEREAS, Assignor has adopted and used and is the owner of the marks (the "Marks") set forth an Schedule A attached hereto and incorporated herein by this reference; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the Registrations (the "Registrations") set forth on Schedule A;

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of May 2, 2003, Assignor sells, conveys, transfers, assigns and delivers to Assignee all of its right, title and interest in and to the Marks and Registrations; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Marks and the Registrations;

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title and interest in and to the Marks and the Registrations, together with the goodwill of the business symbolized by the Marks and the Registrations, along with the right to recover for damages and profits and other remedies for past infringement of the Marks and the Registrations.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Marks and Registrations, and to enable such right, title and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States.

"ASSIGNOR"

HCS INFUSION SERVICES INC.

By: 

Title: CEO

Schedule A
Registrations

Mark

Reg. No.

Reg. Date

1. HCS HEALTH CARE SOLUTIONS, INC. 2097816

9/16/1997

JJP.
For HCS