

10-27-2004

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Director of the U. S. Patent and Trademark Office

Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Homecare Preferred Choice, Inc.

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

Citizenship (see guidelines) U.S. Delaware

Execution Date(s) 6/30/03

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Maxim Healthcare Services, Inc.

Internal

Address: _____

Street Address: 7080 Samuel Morse Drive

City: Columbia

State: Maryland

Country: USA Zip: 21046

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship Maryland
☐ Other _____ Citizenship _____

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 registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2224685; 1775589

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Andrew B. Katz

Internal Address: Fox Rothschild LLP

Street Address: 2000 Market Street, Tenth Floor

City: Philadelphia

State: PA Zip: 19103

Phone Number: (215) 299-2782

Fax Number: (215) 299-2150

Email Address: akatz@foxrothschild.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-1943

Authorized User Name Andrew B. Katz

9. Signature:

10/22/04

Signature

Date

Andrew B. Katz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003068 FRAME: 0792

10/26/2004 EDUPER 00000146 501943 2224685

40.00 DA
25.00 DA
01 FC: 6321
02 FC: 6322

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT by an between Homecare Preferred Choice, Inc., a Delaware corporation ("Assignor"), and Maxim Healthcare Services, Inc., a Maryland corporation ("Assignee"), is effective as of June 30, 2003.

WITNESSETH:

WHEREAS, Assignor has provided for the sale, conveyance, transfer and delivery of the right, title and interest in and to certain trademarks of Assignor to Assignee as part of a separate Agreement of Sale and Purchase of Assets between the parties dated June 24, 2003 ("Asset Purchase Agreement"); and

WHEREAS, Assignee, in consideration of such sale, conveyance, transfer and delivery, has paid Assignor consideration as provided under the Asset Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby sells, conveys, assigns, transfers and delivers to Assignee, its successors and assigns, to have and to hold the same for use and enjoyment of Assignee and its successors and assigns, the entire right, title and interest in and to, or arising under, the certain United States and foreign trademarks (together with any registrations or applications therefor, the "Trademarks"), including without limitation those marks registered in the United States and in certain foreign jurisdictions set forth in schedule A hereto, together with the goodwill of the businesses in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover for damages and profits for past and future infringements thereof, the Trademarks to be held and enjoyed by Assignee for its own use and behalf and for the use and behalf of its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.
2. Further Assurances. Assignor, for itself and its successors and assigns hereby agrees with Assignee, its successors and assigns, that Assignor will do, execute and deliver or will cause to be done, executed and delivered all such further acts, transfers, assignments, conveyances, powers of attorney and assurances, and will take all such further action, in order to better assure, convey and confirm unto Assignee, its successors and assigns, all and singular the Trademarks hereby sold, conveyed, assigned and delivered as Assignee, its successors and assigns, shall reasonably request.
3. Asset Purchase Agreement. The execution and delivery of this Assignment shall not be (or be deemed) a waiver or discharge of any representation, warranty, covenant, or agreement of Assignor or Assignee in or under the Agreement, and such execution and delivery shall not be deemed a modification of any provision of the Agreement in any respect.

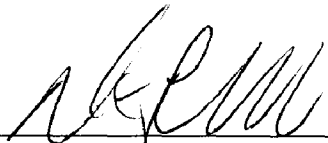
4. Headings. Section headings contained in this Assignment are solely for the convenience of reference and shall not affect the meaning or interpretation of this Assignment or of any term or provision hereof.

5. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, Assignor and Assignee and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date first written above.

HEMOCARE PREFERRED CHOICE, INC.

By:


Name: David L. Merrett
Title: VP

SCHEDULE A**TRADEMARKS**

Trademark	Registration No.	Reg. Date	Status
CARE FOCUS	2224685	2/16/99	Active; Time for § 8 & 15 is pending
BRINGING COMPASSION AND EXPERT CARE TOGETHER	1775589	6/8/93	Renewed 8/7/03