

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Summit Care Pharmacy, Inc.		06/10/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Managed Health Care Associates, Inc.		
Street Address:	25-A Vreeland Road		
Internal Address:	P.O. Box 789		
City:	Florham Park		
State/Country:	NEW JERSEY		
Postal Code:	07932		
Entity Type:	CORPORATION: NEW JERSEY		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2140771	RXPERTISE	
Registration Number:	2436075	SCP SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(215)981-4750		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(215) 981-4604		
Email:	pachmant@pepperlaw.com		
Correspondent Name:	Tracey S. Pachman		
Address Line 1:	3000 Two Logan Square		
Address Line 2:	Eighteenth & Arch Streets		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799		
NAME OF SUBMITTER:	Tracey S. Pachman		
Signature:	/traceypachman/		

OP \$65.00 2140771

Date:

07/01/2005

Total Attachments: 6

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT, is dated as of June 10, 2005, by and between Managed Health Care Associates, Inc. ("MHA"), a New Jersey corporation, and Summit Care Pharmacy, Inc. ("SCP"), a California corporation. Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, MHA and SCP are parties to that certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), pursuant to which SCP has agreed to sell, and MHA has agreed to buy, Acquired Assets (as defined in the Asset Purchase Agreement) of SCP;

WHEREAS, subject to the terms and conditions of the Asset Purchase Agreement, SCP is required to assign the Acquired Assets, and MHA is required to assume and perform the Assumed Liabilities (as defined in the Asset Purchase Agreement) and to assume and perform all of SCP's rights and obligations under and pursuant to the contracts and agreements listed on Schedule 2.02 of the Asset Purchase Agreement; and

WHEREAS, in order to effect the assignment by SCP and the assumption by MHA of certain rights and liabilities as set forth in the Asset Purchase Agreement and more particularly described in this Agreement, MHA and SCP desire to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, MHA and SCP, intending to be legally bound, hereby agree as follows:

1. Copyrights.

a. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Copyrights, including but not limited to renewal rights therein, the right to obtain registrations of the Copyrights in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

b. Assignee hereby accepts the foregoing assignment but shall not assume any liabilities, debts and obligations associated with the Copyrights, except for obligations for fees to maintain registrations or continue to prosecute Copyrights;

c. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining copyright protection for, and confirming Assignee's title to, the Copyrights, at Assignee's sole expense.

2. Trademarks.

a. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business(es) that is/are symbolized by the Trademarks, including but not limited to renewal rights therein, the right to obtain registrations of the Trademarks in the United States and throughout the world, and the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future infringements or violations thereof, all in Assignee's sole name.

b. Assignee hereby accepts the foregoing assignment but shall not assume any liabilities, debts and obligations associated with the Trademarks, except for obligations for fees to maintain registrations or continue to prosecute Trademarks.

c. Assignor shall cooperate with Assignee, at Assignee's sole expense, in any action Assignee reasonably requests that Assignor take in order to effectuate, carry out, or fulfill the parties' intent and/or Assignor's obligations hereunder, including, without limitation, the execution of any instruments and papers that are necessary or desirable, in Assignee's sole discretion, to consolidate, confirm, vest and/or record Assignee's full and complete ownership of the Trademarks with, for example, the U.S. Patent and Trademark Office or equivalent foreign offices, or with domain name registrars.

3. Trade Secrets.

a. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade Secrets, including but not limited to the right to sue and recover any and all damages and profits, and any and all other remedies, for past, present or future misappropriations or violations thereof, all in Assignee's sole name.

b. Assignee hereby accepts the foregoing assignment but shall not assume any liabilities, debts and obligations associated with the Trade Secrets.

c. Assignor agrees that, if applicable, it will reasonably assist Assignee in acquiring and maintaining any available protections for, and confirming Assignee's title to, the Trade Secrets, at Assignee's sole expense.

3. Conflicts. Notwithstanding any other provisions of this instrument to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of rights and remedies, and any of the obligations of either MHA or SCP set forth in the Asset Purchase Agreement, including without limitation any limits on indemnification specified therein. This IP Assignment is subject to and controlled by the terms of the Asset Purchase Agreement. Nothing contained herein is intended to modify or supersede any of the provisions of the Asset Purchase Agreement.

4. Further Undertaking. Each party hereto shall execute and deliver such additional documents and perform such additional acts as are reasonably requested by the other party in order to fully effect the intent of this IP Assignment.

5. Amendments. Neither this IP Assignment nor any term hereof may be amended, changed, waived, discharged or terminated other than by an instrument in writing, signed by the party against which enforcement of such amendment, change, waiver, discharge or termination is sought.

6. Binding Agreement. This instrument is being executed by MHA and SCP and shall be binding upon them, and their respective assigns, for the uses and purposes set forth and referred to above, and shall be effective as of the date hereof.

7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

8. Counterparts; Facsimile. This IP Assignment may be executed in any number of counterparts and by facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

9. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Asset Purchase Agreement shall survive the execution and delivery of this IP Assignment.


Signature Page Follows

IN WITNESS WHEREOF, the parties have caused this IP Assignment to be executed by their duly authorized officers as of the day and year first above written.

Managed Health Care Associates, Inc.

By: _____
Name: _____
Title: _____

Summit Care Pharmacy, Inc.

By: 
Name: Roland Rapp
Title: Secretary and Chief Administrative Officer

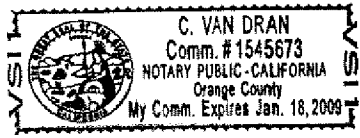
ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On June 9, 2005 before me, C. Van Dran, personally appeared Roland Rapp, personally known to me and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the document.

WITNESS my hand and official seal.


Notary Public Signature



INTELLECTUAL PROPERTY SCHEDULE

Trademarks

RXPERTISE (U.S. Trademark Registration No. 2140771)

SCP SYSTEMS (U.S. Trademark Registration No. 2436075)

Domain Names

rxpertise.com

scpsystems.com

**PORTIONS
REDACTED**