

Form **PTO-1594**  
(Rev. 05/03)  
OMB No. 0651-0027 (exp. 6/30/2005)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

**Option Care, Inc.**

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

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

2. Name and address of receiving party(ies)

Name: **Management By Information, Inc.**

Internal  
Address:

Street Address: **2402 Wildwood Avenue, Suite 501**

City: **Sherwood** State: **AR** ZIP: **72120**

- 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
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: **August 9, 2005**

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

A. Trademark Application No.(s): \_\_\_\_\_

B. Trademark Registration No.(s) **2,228,752**

Additional number(s) attached  Yes  No

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

Name: **Mark A. Paskar**

Internal Address: **Bryan Cave LLP**

**One Metropolitan Square**

Street Address: **211 N. Broadway, Suite 3600**

City: **St. Louis** State **MO** ZIP: **63102-2750**

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:

**02-4467** (for fees and any additional fee or overpayment)

**DO NOT USE THIS SPACE**

9. Signature.

**Mark A. Paskar**

Name of Person Signing



Signature

**8/12/05**

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Assignment Recordation Services  
Director of US Patent and Trademark Office,  
PO Box 1450  
Alexandria, VA 22313-1450

**TRADEMARK**

**REEL: 003173 FRAME: 0978**

CH \$40.00 024467 2228752

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of August 9, 2005 (the "Effective Date"), is hereby entered into by and between Option Care, Inc. a Delaware corporation (sometimes incorrectly referred to as an Illinois corporation), having a principal place of business located at 485 Half Day Road, Suite 300, Buffalo Grove, Illinois 60089 ("Assignor") and Management By Information, Inc., a Delaware corporation having a principal place of business located at 2402 Wildwood Avenue, Suite 501, Sherwood, Arkansas 72120 ("Assignee").

### RECITALS

WHEREAS, prior to the Effective Date, Assignor owned, adopted, and used the service mark MANAGEMENT BY INFORMATION in United States of America and throughout the world, including all applications and registrations therefore, and owned other transferable rights associated with its ongoing and existing business including, but not limited to, the good will of the business associated with said service mark (the "Trademark"); and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Trademark;

NOW THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment.** Assignor does hereby assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all other countries, in, to and under said Trademark, including but not limited to U.S. Trademark Reg. No. 2,228,752, all other rights associated with the portion of the ongoing and existing business to which the Trademark pertains and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Trademark.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademark, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademark pertains and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademark, or other rights associated with the portion of the business to which the Trademark pertains.

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

OPTION CARE, INC.

By: J. Bonaccorsi  
Title: Secretary  
Date: 8/9/05

MANAGEMENT BY INFORMATION, INC.

By: J. Bonaccorsi  
Title: Secretary  
Date: 8/9/05