

06-09-2005

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0651-0027 (exp. 6/30/06)



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

103018466  
**TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

6-6-05

**1. Name of conveying party(ies):**  
WellSpring Pharmaceutical Corporation

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

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  
Additional names, addresses, or citizenship attached?  Yes  No

Name: Infacare Pharmaceutical Corp.  
Internal  
Address: \_\_\_\_\_  
Street Address: 1430 Highway 34  
City: Neptune  
State: New Jersey  
Country: U.S. Zip: 07753

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

**3. Nature of conveyance )/Execution Date(s) :**  
Execution Date(s) May 20, 2005

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

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

A. Trademark Application No.(s)  
76/408,361

B. Trademark Registration No.(s)  
Additional sheet(s) attached?  Yes  No

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

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

Name: Kurt E. Anderson  
Internal Address: \_\_\_\_\_  
Giordano, Halleran & Ciesla, P.C.  
Street Address: 125 Half Mile Road  
PO Box 190  
City: Middletown  
State: NJ Zip: 07748  
Phone Number: (732) 741-3900  
Fax Number: (732) 224-6599  
Email Address: kanderson@ghclaw.com

**6. Total number of applications and registrations involved:** 1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 40.00  
 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 50-1827  
Authorized User Name \_\_\_\_\_

**9. Signature:** Kurt E. Anderson  
Signature

6/6/05  
Date

Kurt E. Anderson  
Name of Person Signing

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

06/08/2005 BYRNE 00000133 501827 76408361

01 FC:6521 40.00 DA 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 ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (hereinafter "Trademark Assignment") is effective as of May 20, 2005 by and between **WELLSPRING PHARMACEUTICAL CORPORATION**, a Delaware corporation located at 9040 Town Center Parkway, Suite 205, Bradenton, Florida 34202 ("Assignor"), and **INFACARE PHARMACEUTICAL CORPORATION**, a Delaware corporation located at 1430 Highway 34, Neptune, NJ 07753 ("Assignee").

**WHEREAS**, in accordance with the terms and conditions of an Asset Purchase Agreement dated May 20, 2005 made and entered into by and between the parties (hereinafter the "Agreement"), Assignor transferred to Assignee certain intellectual property and intellectual property rights of Assignor including, but not limited to, Assignor's entire right, title and interest in and to the following trademark (the "Trademark"):

**WHEREAS**, Assignor is the applicant or registrant in respect of the following registered Trademark, as the case may be:

<b>Mark</b>	<b>International Class</b>	<b>Reg./Ser. No.</b>	<b>Filing Date</b>	<b>Registration Date</b>
STANATE	5	76/408,361	May 15, 2002	June 8, 2004


**WHEREAS**, in accordance with the terms and covenants of the Agreement, Assignor agrees to execute and deliver any and all documents and instruments necessary to effectuate the transfer of Assignor's entire right, title, and interest in the Trademark and the registration thereto to Assignee, and to execute and deliver any and all documents and instruments necessary for recordation with the United States Patent and Trademark Office any and all such documents effectuating and evidencing the transfer of ownership of the Trademark and registration thereof and agrees to execute any such documents in the future to effectuate the foregoing. The Assignor agrees that the foregoing assurances and duties shall survive the closing of this Trademark Assignment.

**WHEREAS**, Assignor is the owner of the entire right, title and interest in the goodwill of the business symbolized by the Trademark and, together with Assignor's entire right, title and interest in and to the Trademark and the registration thereof, Assignor desires to transfer to Assignee, and Assignee desires to acquire from Assignor, Assignor's entire right, title and interest in the goodwill of the business symbolized by the Trademark.

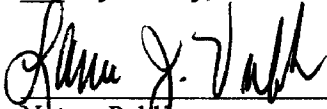
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee all right, title, and interest of Assignor in and to the Trademark, together with the goodwill of the business symbolized thereby, and the registration thereof.

IN WITNESS WHEREOF, the Assignor has caused this Trademark Assignment to be executed on May 10, 2005

WELLSPRING PHARMACEUTICAL CORPORATION., Assignor

By:   
Name: Dr. Robert A. Vukovich  
Title: President

Subscribed and sworn to before me this  
10 day of May, 2005

  
Notary Public

LAURA J. VUKOVICH  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
MY COMMISSION EXPIRES 2/1/2006