

01-06-2006

ER SHEET  
ONLY

Docket No.:  
46679-0047



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To the Honorable Commissioner, 103148941 and the attached original documents or copy thereof.

1-3-05

1. Name of conveying party(ies):  
Priority Healthcare Benefits, Inc.

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

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

2. Name and address of receiving party(ies)  
Name: Christina Charpentier  
Internal Address: \_\_\_\_\_  
Street Address: 9842 Chesterton  
City: St. Louis                      State: MO                      ZIP: 63123

Individual(s) citizenship United States  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 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                       Merger  
 Security Agreement               Change of Name  
 Other Settlement Agreement

Execution Date: June 15, 2005

4. Application number(s) or patent number(s):  
A. Trademark Application No.(s)  
B. Trademark Registration No.(s)  
1,947,473

Additional numbers attached?     Yes     No

FINANCIAL SECTION  
JUN 23 11 17 AM '05

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Matthew J. Himich  
Internal Address: Thompson Coburn LLP  
Street Address: One US Bank Plaza  
City: St. Louis                      State: MO                      ZIP: 63101

6. Total number of application 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:  
20-0823

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Matthew J. Himich  
Name of Person Signing

Signature

12/28/2005  
Date

Total number of pages including cover sheet, attachments, and documents: 6

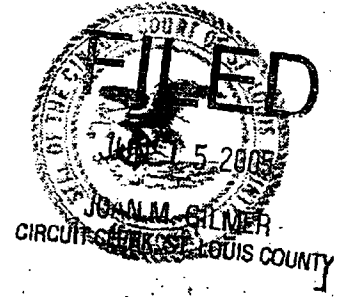
01/05/2006 ELUOPER 00000060 200823 1947473  
01 FC08521 40.00 DA

TRADEMARK  
REEL: 003281 FRAME: 0581

In the  
**CIRCUIT COURT**  
of St. Louis County, Missouri



For File Stamp Only



Christina Charpatier  
Plaintiff(s)

vs.  
Emergency Repudiation, et al  
Defendant(s)

Date 6/15/05  
Case Number 03 CC - 004728  
Division 4

Page 1 of 5

SETTLEMENT AGREEMENT

The parties hereto, Christina Charpatier and Ron Presson, agree to resolve the above-captioned matter as follows:

① Ms. Charpatier will receive \$ 190,681.00 and Mr. Presson will receive \$ 72,325.00 pursuant to the Receiver's Report filed March 28, 2005. The Receiver shall distribute these sums less the amount of \$ 18,000.00 with respect to Ms. Charpatier and less the amount of \$ 12,000.00 with respect to Mr. Presson. The \$ 18,000.00 of Ms. Charpatier's allocation and the \$ 12,000.00 of Mr. Presson's allocation not distributed shall be held by the Receiver in escrow to address EPI's tax liability, if any.

SO ORDERED

[Signature]  
Attorney

Bar No. \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Attorney \_\_\_\_\_ Bar No. \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

[Signature]  
Judge

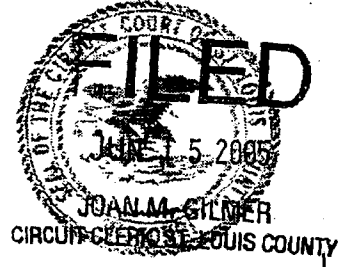
ENTERED: 6-15-05  
(Date)

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In the  
**CIRCUIT COURT**  
of St. Louis County, Missouri



For File Stamp Only



Christina Charpentier  
Plaintiff(s)

6/15/05  
Date

0300-004728  
Case Number

4  
Division

vs.  
Emergency Preparedness Inter-  
national, Inc. and Ronald  
Presson  
Defendant(s)

Page 2 of 5

② The remainder of the escrowed funds left over after EPI's final tax liability is recarried, if any, shall be distributed to Ms. Charpentier and Mr. Presson, with each receiving 50% of said remainder, if any. If the outstanding tax liability of EPI ~~is~~ proves to be greater than \$30,000.00 after it is finally determined, Ms. Charpentier and Mr. Presson ~~shall~~ each agree to pay 50% of such deficiency. The parties have been advised by the Receiver that EPI's remaining tax liability equals \$29,345.00.

③ In the event that EPI has monies on deposit in excess of \$263,006.00, said monies shall be distributed to Mr. Presson notwithstanding the ~~escrowed~~ funds escrowed pursuant to the provisions of paragraph 1 above and the payment of tax obligations from the escrowed funds as set forth in paragraph 2 above.

SO ORDERED

[Signature]

Attorney Bar No.

Address

Phone No. Fax No.

Attorney Bar No.

Address

Phone No. Fax No.

[Signature]  
Judge

ENTERED: 6-15-05  
(Date)

①

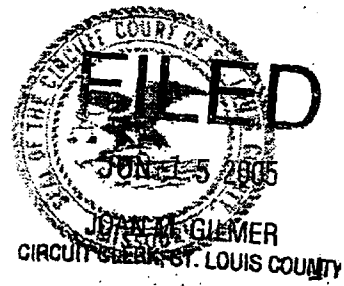
In the  
**CIRCUIT COURT**  
of St. Louis County, Missouri



For File Stamp Only

Christina Charpentier  
Plaintiff(s)

6/15/05  
Date  
0300-04728  
Case Number



vs.  
Emergency Preparedness International,  
Defendant(s)  
Ingrid Ronald Prasson

4  
Division

Page 4 of 5

- ④ Ms. Charpentier and Mr. Prasson hereby mutually release each other from any and all causes of action that have occurred against one another prior to the date of this agreement
- ⑤ Ms. Charpentier ~~will~~ receive as her sole and separate property free from any interest of Mr. Prasson The MedScript, Nurse on Call, Will Power and Priority Healthcare trademarks. Mr. Prasson will receive as his sole and separate property free from any interest of Ms. Charpentier The Calm Call, Family Guardian, Med Data, Emergency Preparedness International, Med Money, Med Money Plus and Med Tag trademarks.

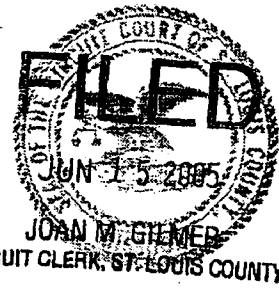
SO ORDERED  
[Signature]  
Judge  
ENTERED: 6-15-05  
(Date)

Attorney \_\_\_\_\_ Bar No. \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_  
Attorney \_\_\_\_\_ Bar No. \_\_\_\_\_  
Address \_\_\_\_\_  
Phone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

In the  
**CIRCUIT COURT**  
of St. Louis County, Missouri



For File Stamp Only



Christina Charpentier  
Plaintiff(s)

6/15/05  
Date

0300-004728  
Case Number

vs.  
Emergency Preparedness, Inc et al  
Defendant(s)

4  
Division

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⑥ Mr. Prosser will receive free from any interest of Ms. Charpentier the two judgments obtained on behalf of EPI by Blackwell Sanders Paper Martin LLP or its predecessor law firm.

⑦ Ms. Charpentier hereby waives any claim or cause of action ~~for any attorney's fee and interest~~ against Mr. Prosser, Blackwell Sanders Paper Martin LLP and/or any attorney of Blackwell Sanders Paper Martin LLP for alleged conflict of interest.

⑧ Each party shall bear its own attorneys' fees and costs.

⑨ All pending motions are hereby withdrawn as moot.

~~Christina Charpentier~~

~~Blackwell Sanders Paper Martin LLP~~

SO ORDERED

Christa Cleary  
Attorney

Bar No.

Address

Phone No. Fax No.

Attorney Bar No.

Address

Phone No. Fax No.

B. C. [Signature]  
Judge

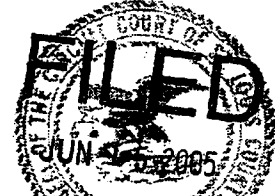
ENTERED: 6-15-05  
(Date)

(4)

In the  
**CIRCUIT COURT**  
of St. Louis County, Missouri



For File Stamp Only



JOAN M. QUINER  
CIRCUIT CLERK  
ST. LOUIS COUNTY

CHARPENTIER  
Plaintiff(s)

6-15-05  
Date

vs.  
EMERGENCY PREPAREDNESS, Inc  
Defendant(s)

03 CC 4128  
Case Number

4  
Division

Page 5 of 5  
et al

(c) The parties enter into this agreement based upon the Receiver's representation that there are no other known outstanding liabilities or obligations of EPI. Ms. Charpentier and Mr. Pressen hereby represented warrant to one another that they have no knowledge of any other outstanding liabilities or obligations of EPI.

R. C. Pressen  
Ronald Pressen

Christa Charpentier  
Christina Charpentier

SO ORDERED: Christa Charpentier

BC [Signature]  
Judge

ENTERED: 6-15-05  
(Date)

Attorney	Bar No.
Address	
Phone No.	Fax No.
Attorney	Bar No.
Address	
Phone No.	Fax No.