

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
Option Care, Inc.		04/13/2006	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Option Care, Inc.		
Street Address:	485 Half Day Road		
Internal Address:	Suite 300		
City:	Buffalo Grove		
State/Country:	ILLINOIS		
Postal Code:	60089		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1562796	O.P.T.I.O.N. CARE	
Registration Number:	2348784	ADDISON ASTHMA PROGRAM	
Registration Number:	2348785	ADDISON	
Registration Number:	2343460	SAMSON	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 259-2000		
Email:	mapaskar@bryancave.com		
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 North Broadway		
Address Line 2:	Suite 3600		
Address Line 4:	Saint Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	C048710/0177335		

CH \$115.00 1562796

NAME OF SUBMITTER:	Mark A. Paskar
Signature:	/Mark A. Paskar/
Date:	04/13/2006
Total Attachments: 3 source=TM#page1.tif source=TM#page2.tif source=TM#page3.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of April 13, 2006 (the "Effective Date"), is hereby entered into by and between Option Care, Inc., a California corporation, having a principal place of business located at 485 Half Day Road, Suite 300, Buffalo Grove, Illinois 60089 ("Assignor") and Option Care, Inc., a Delaware corporation, having a principal place of business located at 485 Half Day Road, Suite 300, Buffalo Grove, Illinois 60089 ("Assignee").

RECITALS

WHEREAS, prior to the Effective Date, Assignor owned, adopted, and used the service marks listed in Schedule A in the United States of America and throughout the world, including all applications and registrations therefore, and owned other transferable rights associated with these service marks, including, but not limited to, the good will of the business associated with said service marks (the "Service Marks"); and

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

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 Service Marks, including but not limited to the registrations listed in Schedule A, all other rights associated with the Service Marks, including but not limited to all goodwill associated therewith, 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 Service Marks.

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 Service Marks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Service Marks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Service Marks.

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., a California corporation

By: Benacorsi
Title: Secretary
Date 4/13/06

OPTION CARE, INC., a Delaware corporation

By: Benacorsi
Title: Secretary
Date 4/13/06

Schedule A

O.P.T.I.ON. CARE®	1,562,796	October 24, 1989	Health care and home care services, namely, providing pharmaceuticals, medical supplies, patient monitoring, patient support and I.V. procedures to patients in their homes and at non-acute care facilities, in Int'l Class 42
ADDISON ASTHMA PROGRAM®	2,348,784	May 9, 2000	Health care services in the fields of asthma, pain management, heart disease, aids and pediatric asthma, in Int'l Cl. 42
ADDISON®	2,348,785	May 9, 2000	Health care services in the fields of asthma, pain management, heart disease, aids and pediatric asthma, in Int'l Cl. 42
SAMSON and Design	2,343,460	April 18, 2000	Health care services, namely providing infusion therapy services; providing pediatric and human adult growth hormone therapy services; and providing asthma and diabetes disease management services in the nature of disease assessment services, disease management counseling, and providing information to patients in the field of disease management, in Int'l Class 42