### 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
Coram, Inc.		08/15/2006	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Central Admixture Pharmacy Services, Inc.	
Street Address:	2525 McGaw Avenue	
City:	Irvine	
State/Country:	CALIFORNIA	
Postal Code:	92614	
Entity Type:	CORPORATION: DELAWARE	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2861005	SOLUNET
Registration Number:	2835281	SOLUNET

#### **CORRESPONDENCE DATA**

(215)981-4750 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2159814194

Email: kennedyp@pepperlaw.com

Correspondent Name: Paul J. Kennedy Address Line 1: 18th and Arch Streets Address Line 2: 3000 Two Logan Square

Address Line 4: Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	120254.4 SOLUNET
NAME OF SUBMITTER:	Paul J. Kennedy
Signature:	/Paul J. Kennedy/
	TRADEMARK

**TRADEMARK** 

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Date:	09/22/2006
Total Attachments: 3	
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#### **ASSIGNMENT OF REGISTERED TRADEMARKS**

ASSIGNMENT OF REGISTERED TRADEMARKS ("Assignment") made as of the b day of August, 2006 by CORAM, INC., a Delaware corporation ("Assignor"), in favor of CENTRAL ADMIXTURE PHARMACY SERVICES, INC., a Delaware corporation ("Assignee").

#### **BACKGROUND**

- A. Assignor is the sole owner of the registered trademarks identified on Schedule "A" attached hereto (the "Scheduled Trademarks").
- B. Assignor, SoluNet LLC, a Delaware limited liability company, Curaflex Health Services, Inc., a Delaware corporation, Coram Alternate Site Services, Inc., a Delaware corporation, and Assignee have entered into an Asset Purchase Agreement dated as of May 17, 2006 (together with the Exhibits and Schedules thereto, the "Purchase Agreement"), pursuant to which the Assignee, among other things, has agreed to purchase from Assignor certain of Assignor's assets, including the Scheduled Trademarks.
- C. In partial consideration of the payment of the Purchase Price (as defined in the Purchase Agreement) by Assignee to the Assignor pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of Assignor in, to and under the Scheduled Trademarks, together with the goodwill of the business associated with the use thereof and symbolized thereby, in accordance with the terms and conditions of this Assignment.

#### **AGREEMENT**

- 1. <u>Incorporation of Background</u>. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference into this Assignment as if set forth in their entirety in this Section 1.
- 2. Assignment. Assignor hereby sells, assigns, transfers, conveys and sets over unto Assignee, all of the right, title and interest of Assignor in, to and under the Scheduled Trademarks, together with all of the goodwill of the business associated with the use thereof and symbolized thereby, and all of Assignor's copyrights (including any common law and statutory rights and copyrights which Assignor may have with respect to any photographs, drawings and the like which Assignor uses in connection with the Scheduled Trademarks), registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past infringements thereof, and any of Assignor's other rights relating thereto (collectively, the "Rights"). Without limiting the generality of the foregoing, the Rights shall include the right to use and file for registration of the Scheduled Trademarks in other countries, including any foreign counterpart

TRADEMARK REEL: 003395 FRAME: 0030 trademark registrations or trademark registration applications, together with the goodwill of the business associated with the use thereof and symbolized thereby.

- 3. <u>Further Actions</u>. From time to time after the date hereof, and without further consideration (subject to reimbursement of Assignor for reasonable out-of-pocket expenses incurred in connection with Assignor's compliance with clause (a) of this Section 3), Assignor shall promptly provide such reasonable cooperation (including, but not limited to, the execution and delivery of documents and instruments) as Assignee, or its counsel, may reasonably request in order to permit Assignee to (a) perfect and record Assignee's ownership rights in the Rights or (b) prosecute any infringement thereof.
- 4. <u>Binding Effect.</u> This Assignment and all of the terms, covenants and provisions hereof shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns; <u>provided, however, that Assignor may not assign this Assignment or its obligations hereunder without the prior written consent of Assignee. Any assignment which contravenes this Section 4 shall be void.</u>

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed and delivered as of the day and year first above written.

CORAM, INC.

Name: Robert T. Allen Title: CFO & Treasurer

STATE OF COLORADO

· : SS.

COUNTY OF DENVER

On this Aday of August, 2006, before me, a notary public, the undersigned officer, personally appeared Robert T. Allen who acknowledged himself/herself to be the Chief Financial Officer, Senior Vice President and Treasurer of CORAM, INC., a Delaware corporation, and that he as such officer, being authorized to do so, executed the foregoing Assignment of Registered Trademarks for the purposes therein contained by signing the name of the company by himself/herself as such officer.

WITNESS WHEREOF, I have hereupto set my hand and official seal.

Patricia V. Iva<del>nc</del>ich

# SCHEDULE "A" TO ASSIGNMENT OF REGISTERED TRADEMARKS

## SCHEDULED TRADEMARKS

<u>Trademark</u>	Serial Number	Filing Date
SoluNet	2,861,005	July 6, 2004
SoluNet & Design	2,835,281	April 20, 2004

**RECORDED: 09/22/2006** 

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