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
PharMedium Healthcare Corporation		10/29/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PharMEDium Services, LLC	
Street Address:	150 North Field Drive	
Internal Address:	Suite 350	
City:	Lake Forest	
State/Country:	ILLINOIS	
Postal Code:	60045	
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	2966444	PHARMEDIUM	
Registration Number:	3196662	FAR EASIER FAR SAFER PHARMEDIUM	
Serial Number:	76585525	PHARMEDIUM	

CORRESPONDENCE DATA

Fax Number: (312)913-0002

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

Phone: 3129130001

Email: mccarthy@mbhb.com Correspondent Name: James McCarthy 300 S. Wacker Drive Address Line 1:

Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	James M. McCarthy
Signature:	/James M. McCarthy/

TRADEMARK 900090449 **REEL: 003649 FRAME: 0428**

Date:	10/29/2007
Total Attachments: 2	
source=Pharmedium assignment#page1.tif	
source=Pharmedium assignment#page2.tif	

TRADEMARK REEL: 003649 FRAME: 0429

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "<u>Agreement</u>") dated October _29, 2007 is delivered from PharMedium Healthcare Corporation, a Delaware corporation (the "<u>Assignor</u>"), to PharMEDium Services, LLC, a Delaware limited liability company (the "<u>Assignee</u>").

WHEREAS, Assignor has adopted and used and is the sole and exclusive owner of the trademarks, service marks, and trade names listed in the attached <u>Exhibit A</u>, and of all of the goodwill of the business appurtenant thereto (the "<u>Trademarks</u>");

WHEREAS, Assignor desires to sell, transfer, and assign all of Assignor's right, title, and interest in and to the Trademarks; and

WHEREAS, the Assignor wishes to herein memorialize said assignment, transfer and sale of the Trademarks to Assignee.

KNOW ALL BY THESE PRESENTS, that for One Dollar and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Assignor does hereby contribute, transfer, convey, assign, and deliver to the Assignee all of the Assignor's right, title, and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all claims for damages by reason of past or current infringement of the same, with the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as they exist on the date hereof.

The Assignor further agrees to execute such additional documents from time to time at the request of the Assignee as may be reasonably necessary to accomplish the transfer made herein.

This Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

PHARMEDIUM HEALTHCARE CORPORATION

By: David N. Jonas

Its: Chairman and CEO

In the presence of:

Dated: October 29, 2007

CHI99 4893716-2,057193,0012

TRADEMARK
REEL: 003649 FRAME: 0430

Exhibit A

$\underline{Trademarks}$

		Registration No.		Registration Date
<u>Owner</u>	<u>Mark</u>	[Serial No.]	<u>Country</u>	[Filing Date]
PharMedium Healthcare Corporation	PHARMEDIUM	2966444 [78/314,758]	United States	July 12, 2005 [October 16, 2003]
PharMedium Healthcare Corporation	FAR EASIER FAR SAFER PHARMEDIUM	3196662 [78/833,499]	United States	January 9, 2007 [March 9, 2006]
PharMedium Healthcare Corporation	PHARMEDIUM	[76/585,525]	United States	[April 7, 2004]

CHI99 4893716-2.057193.0012

RECORDED: 10/29/2007

TRADEMARK REEL: 003649 FRAME: 0431