

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
Regional Service Center, Inc.		08/27/2008	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Safecor Health, LLC		
Street Address:	8 Hovey Street		
City:	Woburn		
State/Country:	MASSACHUSETTS		
Postal Code:	01801		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3099734	RSC WHOLESALER HOSPITAL	
Registration Number:	3081323	RSC	
CORRESPONDENCE DATA			
Fax Number:	(312)984-3150		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3129843100		
Email:	trademarks@bfkn.com		
Correspondent Name:	Thomas M. Gniot		
Address Line 1:	200 West Madison Street, Suite 3900		
Address Line 4:	CHICAGO, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	SAFH-0000		
NAME OF SUBMITTER:	Thomas M. Gniot		
Signature:	/Thomas M. Gniot/		

OP \$65.00 3099734

Date:

09/03/2008

Total Attachments: 3

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ASSIGNMENT

WHEREAS, Regional Service Center, Inc., a Massachusetts corporation (“**Assignor**”), is the sole and exclusive owner in the United States of certain copyrights and trademarks in connection with pharmaceutical re-packaging services, as well as all registrations, goodwill and domain names associated therewith or related thereto (collectively the “**Intellectual Property**”); and

WHEREAS, **Schedule A** hereto sets forth a complete list of all worldwide copyright and trademark registrations, as well as domain names associated with or relating to the Intellectual Property owned by Assignor; and

WHEREAS, Safecor Health, LLC, a Delaware limited liability company (“**Assignee**”), has agreed to acquire, pursuant to an asset purchase agreement, dated August 27, 2008 (the “**Purchase Agreement**”) between Assignee, Assignor and Dr. Robert Crisafi, the entire right, title and interest of Assignor in, to and under the Intellectual Property, including, but not limited to, the registrations and domain name(s) listed on **Schedule A**; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to transfer to Assignee the Intellectual Property, and all attendant registrations and domain names as set forth in **Schedule A** hereto, together with all goodwill associated therewith or related thereto.

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby sell, transfer, convey and assign to Assignee, free and clear of all liens, encumbrances, claims, licenses, restrictions, and rights of any other person whatsoever, all of Assignor’s right, title and interest in, to and under the Intellectual Property (including, but not limited to, the registrations and domain names set forth on **Schedule A**), together with all goodwill associated therewith or related thereto and together with all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, along with any and all other right, title or interest Assignor may have in the Intellectual Property. If Assignor possesses any such rights that cannot be assigned to Assignee, Assignor waives the enforcement of such rights, and if Assignor has any rights that cannot be assigned or waived, Assignor hereby grants to Assignee an exclusive, irrevocable, perpetual, worldwide, fully paid license, with right to sublicense, to such rights. Assignor further agrees to execute any and all documents and do any such further acts that shall be required in order for Assignee to secure such rights.

2. Assignor hereby represents and warrants that it has full right to convey the entire interest herein assigned, along with all goodwill associated therewith or related thereto.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment by its proper officer thereunto duly authorized this 27 day of August, 2008.

REGIONAL SERVICE CENTER, INC., a
Massachusetts corporation

Robert C. Crisafi
Name: Robert C. Crisafi
Title: President

STATE OF MA)
COUNTY OF Middlesex SS:

On this 27 day of August, 2008, before me appeared Dr. Robert Crisafi who, being by me duly sworn did say that he/she is the President of Regional Service Center, Inc., a Massachusetts corporation, and personally known to me to be the same person whose name is subscribed to the foregoing ASSIGNMENT ("Assignment"), and acknowledged to me that he/she signed and delivered the foregoing Assignment on behalf of and pursuant to authority from such Massachusetts corporation and that the foregoing Assignment was a free and voluntary act and deed.

[Signature]
Notary Public

My commission expires: 08/08/15 MY COMMISSION EXPIRES

SCHEDULE A

Trademark Registrations

<u>Country</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	RSC WHOLESALER HOSPITAL (& Design)	3,099,734	06/06/2006
United States	RSC	3,081,323	04/18/2006

Copyright Registrations

<u>Country</u>	<u>Work</u>	<u>Registration No.</u>	<u>Registration Date</u>
United States	Solving Your Prepackaging Puzzle	TX 6-061-310	10/14/2004
United States	The RSC Communicator	TX 6-061-311	10/14/2004
United States	Drug Recall Advisements Procedure at the RSC	TX 6-061-312	10/14/2004
United States	RSC Unit-Dose Prepackaging for Hospitals	TX 6-061-313	10/14/2004
United States	RSC Order Processing	TX 6-486-122	03/07/2007
United States	Regional Service Center, Inc., Medication Control System (MCS)	TX 6-508-911	03/07/2007
United States	Regional Service Center, Inc., Medication Control System; MCS/By Regional Service Center, Inc.	TX 6-521-554	03/04/2007
United States	Regional Service Center, Inc., Medication Control System: MCS	TX 6-444-568	11/06/2006

Domain Names

Name

www.unit-dose.com