

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
Benefit of Creditors of Fluid Air, Inc.		07/24/2009	INC. ASSOCIATION: UNITED STATES
RECEIVING PARTY DATA			
Name:	URL PharmPro, LLC		
Street Address:	1100 Orthodox Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19124		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2650517	PHARMPRO	
Registration Number:	3151843	DURAGRAN	
CORRESPONDENCE DATA			
Fax Number:	(301)896-0607		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	301-896-0600		
Email:	dinman@bwsiplaw.com		
Correspondent Name:	BERENATO WHITE & STAVISH, LLC		
Address Line 1:	6550 ROCK SPRING DRIVE		
Address Line 2:	SUITE 240		
Address Line 4:	BETHESDA, MARYLAND 20817		
ATTORNEY DOCKET NUMBER:	6318.100		
NAME OF SUBMITTER:	Joseph W. Berenato, III Reg No 30546		
Signature:	/Joseph W. Berenato, III/		

CH \$65.00 2650517

Date:

09/24/2009

Total Attachments: 5

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AMENDED AND RESTATED

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Amended and Restated Intellectual Property Assignment Agreement (this "Restated Agreement") is dated as of July 24, 2009 (the "Effective Date") by and between Mike Eber, not individually but as the Assignee for the Benefit of Creditors of Fluid Air, Inc. (the "Seller") and URL PharmPro, LLC, a Delaware limited liability company (the "Buyer").

In full or partial consideration of the payment by the Buyer to the Seller of the Purchase Price, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and the Buyer, intending to be legally bound, hereby agree as follows:

1. **Made Pursuant to Asset Purchase Agreement; Capitalized Terms.** This Restated Agreement is made and entered into pursuant to, and subject in all respects to the terms of, that certain Asset Purchase Agreement by and between the Buyer and the Seller dated as of July 13, 2009, as amended on July 23, 2009 and as further amended on even date herewith (collectively, the "Asset Purchase Agreement"). Capitalized terms used herein without definition shall have the meanings ascribed to them in the Asset Purchase Agreement.

2. **Assignment.** The Seller has sold, assigned, and transferred, and does hereby forever sell, assign, transfer, release and convey to the Buyer, and its successors and assigns, the Seller's entire worldwide right, title and interest in the following, referred to collectively as the "Intellectual Property": (a) the existing patents and patent applications listed in Exhibit A, including any rights of priority (collectively, the "Patents/Applications"); (b) the inventions and trade secrets, including without limitation the inventions claimed in the Patents/Applications (collectively, the "Inventions"), together with all rights to apply for patents on the Inventions throughout the world; (c) any future patents which may be granted for the Inventions; (d) the trademarks (with related goodwill), or that portion thereof to which the trademarks pertain, trade names, copyrightable works of authorship, and related registrations and rights to apply for registration listed on Exhibit A; and (e) the domain names listed on Exhibit A; and (f) the right to sue in its own name and to recover for past or future infringement of any of the foregoing subject to the terms of the Asset Purchase Agreement.

3. **Further Assurances.** The Seller shall take such additional action as may be reasonably requested by the Buyer to effect this Restated Agreement, to cause the assignment it effects to be made of record, and to assist and cooperate with the Buyer in any proceedings involving the Intellectual Property. At the Buyer's request, the Seller will assign and deliver to the Buyer all files, documents, and correspondence pertaining to the Intellectual Property, including all correspondence to and from the U.S. Patent and Trademark Office and any and all legal counsel advising on or assisting with the prosecution or maintenance of the Intellectual Property.

4. **Amendment and Modification.** This Restated Agreement may be amended or modified by the Seller and the Buyer only in writing.

5. **Conflict with the Asset Purchase Agreement.** Neither the making nor the acceptance of this Restated Agreement enlarges, restricts or otherwise modifies the terms of the Asset Purchase Agreement or constitutes a waiver or a release by the Seller or the Buyer of any liabilities, duties or obligations imposed upon either of them by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties and other provisions which the Asset Purchase Agreement provides will survive. In the event that any provision of this Restated Agreement is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement will be deemed to be controlling.

6. **Governing Law.** This Restated Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to conflict of laws principles that would require the application of other laws.

7. **Assignment; Third Party Beneficiaries.** This Restated Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Seller, the Buyer and their respective successors and permitted assigns.

8. **Covenant Not to Sue.** The Seller hereby covenants not to assert against the Buyer and/or the Buyer's existing or future subsidiaries, customers, distributors, affiliates, joint venturers, agents, employees, directors, successors, and assigns, any claim or cause of action in which the Seller asserts that it is the owner of the Intellectual Property, has the right to receive royalties on the Intellectual Property, or is entitled to any other rights and/or benefits the Seller would have if the Seller were an owner of the Intellectual Property; provided that this provision shall not affect the rights granted to the Seller under the Asset Purchase Agreement.

9. **Supremacy.** This Restated Agreement supersedes the original Intellectual Property Assignment Agreement between Seller and Buyer dated July 24, 2009 (the "Original IP Assignment"). Upon the Effective Date, the Original IP Assignment shall be deemed void *ab initio* and shall have no force or effect.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as the date set forth above.

“Buyer”:

URL PHARMPRO, LLC by
Mutual Pharmaceutical Company, Inc., its
Sole Member

By: 

Name: KURT NIELSEN

Title: EXECUTIVE VP, PHARMACEUTICALS

“Seller”:

By: _____

Name: Michael J. Eber, not individually but solely
as the Assignee for the Benefit of the Creditors of
Fluid Air, Inc.

Signature page to the Amended and Restated Intellectual Property Assignment Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as the date set forth above.

“Buyer”:

URL PHARMPRO, LLC by
Mutual Pharmaceutical Company, Inc., its
Sole Member

By: _____
Name: _____
Title: _____

“Seller”:

By: Michael J. Eber
Name: Michael J. Eber, not individually but solely
as the Assignee for the Benefit of the Creditors of
Fluid Air, Inc.

Signature page to the Amended and Restated Intellectual Property Assignment Agreement

EXHIBIT A

Patents

US. Patent No. 7,207,505

Trademarks

US Registration No. 2,650,517

US Registration No. 3,151,843

Domain Names

www.pharmproservices.com