

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
Med-Dispense, LP		09/30/2009	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Intermetro Industries Corporation		
Street Address:	651 N. Washington Street		
City:	Wilkes Barre		
State/Country:	PENNSYLVANIA		
Postal Code:	18705		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3578505	BASE 45	
Registration Number:	3582160	BASE 25	
Registration Number:	3578508	SUPPLY TOWER	
Registration Number:	3578507	COMBO TOWER	
Registration Number:	3578506	BASE 72	
Serial Number:	77429114	MEDDISPENSE	
Serial Number:	77429113	MEDDISPENSE	
CORRESPONDENCE DATA			
Fax Number:	(212)218-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	apelaez@fchs.com		
Correspondent Name:	Timothy Kelly		
Address Line 1:	1290 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10104-3800		

CH \$190.00 3578505

NAME OF SUBMITTER:	Andrea Pelaez
Signature:	/a pelaez/
Date:	02/23/2010
Total Attachments: 5 source=Med-Dispense_Assignment#page1.tif source=Med-Dispense_Assignment#page2.tif source=Med-Dispense_Assignment#page3.tif source=Med-Dispense_Assignment#page4.tif source=Med-Dispense_Assignment#page5.tif	

ASSIGNMENT

WHEREAS Med-Dispense, L.P. ("ASSIGNOR"), a limited partnership having a place of business at 6250 Shiloh Road, Suite 320, Alpharetta, Georgia 30005, has created, developed and owns or controls certain intellectual property comprised of, for example, various inventions (whether patented or not), trade secrets, service and trademarks (whether registered or not), copyrights (whether registered or not), domain names, and the like (collectively referred to as "INTELLECTUAL PROPERTY"), including but not limited to the intellectual property listed in Schedule A, which is annexed hereto and made a part hereof; and

WHEREAS, InterMetro Industries Corporation ("ASSIGNEE"), a corporation having a place of business at 651 N. Washington Street, Wilkes-Barre, Pennsylvania 18705, is desirous of acquiring the entire right, title, and interest in and to the INTELLECTUAL PROPERTY in the United States of America, its colonies, territories and dependencies, and also in all countries foreign to the United States of America.

WHEREAS, ASSIGNOR desires to enter into this Assignment upon or simultaneously with the consummation of a series of merger transactions by and between: (i) ASSIGNOR and ASSIGNEE, (ii) Lionville Systems, Inc. and ASSIGNEE, (iii) Flo Healthcare Solutions, LLC and ASSIGNEE, and (iv) Emersub 13 LLC and ASSIGNEE.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

1. For good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and does hereby sell, assign, and transfer to ASSIGNEE the full and exclusive right, title, and interest in and to the INTELLECTUAL PROPERTY, including any and all goodwill associated therewith, in the United States of America, its colonies, territories, and dependencies, and also in all countries foreign to the United States of America, the same to be held and enjoyed by ASSIGNEE for its own use, and for the use of its successors, assigns, or other legal representatives, to the end of the term or terms for which said INTELLECTUAL PROPERTY rights have been granted, as fully and entirely as they would have been held and enjoyed by ASSIGNOR if this Assignment had not been made. This Assignment includes the exclusive right to seek and obtain all remedies available at law (including money damages) and in equity for all past, present and future infringement, and for ASSIGNEE to keep for itself any monies recovered therefrom, or any other violation of any of the rights associated with the INTELLECTUAL PROPERTY assigned (or, alternatively, licensed under paragraph 5 below) under this Assignment

2. ASSIGNOR hereby authorizes ASSIGNEE and its successors (and their respective designees and agents) to apply for, register, obtain, maintain, enforce and defend all rights and title in and to the INTELLECTUAL PROPERTY in any country, and ASSIGNOR also assigns, sells, transfers and sets over unto ASSIGNEE and its successors all priority rights associated with the INTELLECTUAL PROPERTY.

3. ASSIGNOR agrees that it will fully and completely cooperate with ASSIGNEE in identifying, securing, enforcing, defending and perfecting all rights, titles and interests in and to the INTELLECTUAL PROPERTY. In the event that ASSIGNEE requests formal documentation relating to the assignments or other rights or benefits granted in this Assignment, ASSIGNOR shall cooperate fully with ASSIGNEE, and from time to time, at ASSIGNEE's request, ASSIGNOR shall promptly:

(i) execute all documents (*e.g.*, bills of sale, etc.) that ASSIGNEE at its sole discretion deems reasonably necessary to evidence ASSIGNEE's ownership of or other rights in the INTELLECTUAL PROPERTY;

(ii) execute all applications, papers, and other documents, provide other assistance, and do other acts that ASSIGNEE may at its sole discretion deem necessary or useful in order to enable ASSIGNEE, at its own expense, to apply for, register, obtain, maintain, defend and enforce the INTELLECTUAL PROPERTY in ASSIGNEE's name in any country or countries; and

(iii) execute any and all assignments, instruments and other documents that ASSIGNEE may at its sole discretion deem necessary or useful in order to formally assign to ASSIGNEE, at its own expense, the entire right, title and interest in and to the INTELLECTUAL PROPERTY in perpetuity.

The rights assigned to ASSIGNEE under this Assignment shall remain valid and subsisting in perpetuity, and shall not lapse, even if ASSIGNEE does not exercise those rights within a statutory period of time that may be prescribed by law, rule, or regulation, and it shall be irrefutably presumed that ASSIGNEE has exercised the copyright rights assigned to ASSIGNEE as of the time that each and every such copyright came into existence.

4. Notwithstanding ASSIGNOR's obligations under paragraph 3 above, ASSIGNOR hereby irrevocably designates, nominates, constitutes and appoints ASSIGNEE (which may act through any of its duly authorized officers) to act on ASSIGNOR's behalf as ASSIGNOR's agent and attorney-in-fact, and in ASSIGNOR's stead, in the sole discretion of ASSIGNEE, for the purpose of discharging ASSIGNOR's obligations under the preceding paragraph, and ASSIGNOR hereby grants to ASSIGNEE the specific power and authority to execute, file and register any and all documents, and to do any and all such other lawful acts, deeds, matters and things which are incidental thereto, for and on ASSIGNOR's behalf, that may be required of ASSIGNOR at any time under the preceding paragraph. If ASSIGNEE exercises this power of attorney, it shall be irrefutably presumed that ASSIGNOR is unable to, or has elected not to, execute such documents or perform such acts, and that ASSIGNOR wishes to have ASSIGNEE do so pursuant to its power of attorney.

5. If, for any reason whatsoever (including by operation of law), any of the INTELLECTUAL PROPERTY cannot or is not fully assigned to ASSIGNEE, ASSIGNOR hereby grants to ASSIGNEE an unconditional, irrevocable, perpetual, worldwide, exclusive, royalty-free, fully paid up license and right to use and exploit the INTELLECTUAL PROPERTY and to prepare derivative works thereof, and to make, have made, import, use, sell, offer for sale, lease or otherwise utilize products and processes protected by such INTELLECTUAL PROPERTY rights, with the right to transfer, convey and/or sublicense any or all of such unassigned INTELLECTUAL PROPERTY rights to other parties.

SCHEDULE A

Trademarks/Applications

BASE 45

U.S. Registration No. 3,578,505

BASE 25

U.S. Registration No. 3,582,160

SUPPLY TOWER

U.S. Registration No. 3,578,508

COMBO TOWER

U.S. Registration No. 3,578,507

BASE 72

U.S. Registration No. 3,578,506

MEDDISPENSE

U.S. Serial No. 77/429,114

MEDDISPENSE (stylized/design)

U.S. Serial No. 77/429,113

14948737.1

KCP-1718275-2