TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wells Fargo Bank	FORMERLY Wachovia Bank, National Association	03/31/2010	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	MP Totalcare, Inc.
Street Address:	14255 49th Street North, Suite 301
City:	Clearwater
State/Country:	FLORIDA
Postal Code:	33762
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2879332	MP TOTALCARE
Registration Number:	2953388	"MY PARTNER FOR A BETTER LIFE"
Registration Number:	3002599	
Registration Number:	3125927	TOGETHER A PARTNERSHIP IN HEALTH
Registration Number:	2466788	DIABETIBOOKSTORE
Registration Number:	2454896	LIFE'S LITTLE HELPERS
Registration Number:	2466787	DIABETICOOKBOOK
Registration Number:	2273136	DIABETIC.COM THE DIABETIC SUPERSTORE
Serial Number:	78561096	MPTC
Serial Number:	78553486	TOTALCARE DIABETES PROGRAM
Serial Number:	78553574	TOTALCARE EDUCATION

CH $290.00 2879332

CORRESPONDENCE DATA

Fax Number: (212)728-8111

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

Phone:	212-728-8000
Email:	ipdept@willkie.com
Correspondent Name:	Fara Sunderji
Address Line 1:	Willkie Farr & Gallagher LLP
Address Line 2:	787 Seventh Avenue
Address Line 4:	New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	119365.00001
NAME OF SUBMITTER:	Fara Sunderji
Signature:	/farasunderji/
Date:	04/02/2010

Total Attachments: 29

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re	:	Chapter 11
	:	
	:	Case No. 09-12390 (CSS)
CCS Medical, Inc., et al.,	:	Jointly Administered
	:	
Debtors.	:	Ref. Docket 837

CERTIFIED:
AS A TRUE COPY:
ATTEST:
DAVID D. BIRD, CLERK
U.S. BANKRUPTCY COURT
BY: _____ Deputy Clerk 3/22/10

FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER CONFIRMING MODIFIED SECOND JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR CCS MEDICAL, INC. AND ITS AFFILIATED DEBTORS

Upon consideration of the Modified Second Joint Chapter 11 Plan of Reorganization for CCS Medical, Inc. and its Affiliated Debtors, dated February 9, 2010 [Docket No. 837] ~~annexed hereto as Exhibit A~~ (including all exhibits, schedules, appendices, and supplements thereto and as amended, modified or supplemented from time to time, including pursuant to the terms of this Order, and the record of the Confirmation Hearing (as defined below), the "Plan")[1]; and the Debtors having filed the First Amended Disclosure Statement with respect to the Modified Second Joint Chapter 11 Plan of Reorganization for CCS Medical, Inc. and its Affiliated Debtors [Docket No. 838] (including all exhibits, schedules, appendices, and supplements thereto, and as amended, modified or supplemented from time to time, the "Disclosure Statement"); and the Court, by order dated February 9, 2010 [Docket No. 788] (the "Disclosure Statement Order"), having approved the Disclosure Statement as containing adequate information after notice and a hearing held on February 9, 2010; and the affidavits of service filed in connection therewith reflecting compliance with the notice and solicitation requirements of the Disclosure Statement Order; and the Declaration of Stephenie Kjontvedt of Epiq Bankruptcy Solutions, LLC Certifying Voting

[1] Capitalized terms used but not otherwise defined in this section shall have the meanings ascribed to such terms in the Plan.

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on, and Tabulation of, Ballots Accepting and Rejecting the Second Joint Chapter 11 Plan of Reorganization [Docket No. 922]; and upon the Affidavit of Stephen M. Saft in Support of Confirmation of the Second Joint Chapter 11 Plan of Reorganization for CCS Medical, Inc. and its Affiliated Debtors [Docket No. 920] filed with the Court on March 11, 2010; and upon the Declaration of David Schlissel Pursuant to 28 U.S.C. § 1746 in Support of Confirmation of the Second Joint Chapter 11 Plan of Reorganization for CCS Medical, Inc. and its Affiliated Debtors [Docket No. 921] filed with the Court on March 11, 2010; and any objections to the Plan having been resolved and/or overruled by the Court pursuant to this Order; and a hearing being held on March __, 2010 (the "Confirmation Hearing"); and upon the evidence adduced and proffered and the arguments of counsel made at the Confirmation Hearing; and the Court having reviewed all documents in connection with confirmation and having heard all parties desiring to be heard; and upon the record compiled in these cases; and after due deliberation and consideration of all of the foregoing; and upon this Court's rulings, findings and determinations made on the record of the Confirmation Hearing, which are incorporated herein, and sufficient cause appearing therefore; the Court hereby makes the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

A. Capitalized terms used herein, but not otherwise defined herein, shall have the respective meanings attributed to such terms in the Plan.

B. This Court has jurisdiction over the Debtors' chapter 11 cases pursuant to 28 U.S.C. §§ 1334(a) and 157(b)(1). Venue of these proceedings and the chapter 11 cases in this district is proper pursuant to 28 U.S.C. §§1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

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C. The Court takes judicial notice of the docket of the Reorganization Cases maintained by the Clerk of the Court, including, without limitation, all pleadings and other documents filed and orders entered thereon. The Court also takes judicial notice of all evidence proffered or adduced and all arguments made at the hearings held before the Court during the pendency of the Reorganization Cases.

D. The Debtors have met their burden of proving the elements of section 1129 of the Bankruptcy Code by a preponderance of the evidence.

E. The Court finds that the value of the Debtors for purposes of confirming the Plan under section 1129 of the Bankruptcy Code is not more than $250 million.

F. The Plan, Disclosure Statement, Disclosure Statement Order, and appropriate ballots for voting on the Plan in substantially the forms approved pursuant to the Disclosure Statement Order were transmitted and served in compliance with the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order.

G. Fair, proper and sufficient notice of the Confirmation Hearing and the relevant deadlines for submission of objections and ballots was provided consistent with the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order.

H. All procedures used to distribute the solicitation materials to the appropriate creditors entitled to vote on the Plan and to tabulate the ballots returned by creditors were fair and conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order. Votes for acceptance or rejection of the Plan were solicited and cast in good faith and in a manner consistent with the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order.

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I. The documents identified in the Plan Supplement were filed as required and notice of such documents was appropriate and satisfactory based upon the circumstances of the Reorganization Cases and was in compliance with the provisions of the Plan, the Bankruptcy Code, and the Bankruptcy Rules.

J. The Plan reflects the date it was filed with the Court and identifies the entities submitting it, thereby satisfying Bankruptcy Rule 3016.

K. Each of the conditions precedent to the entry of this Order has been satisfied in accordance with Section 11.1 of the Plan or properly waived in accordance with Section 11.3 of the Plan.

L. The requirements of section 1129(a) of the Bankruptcy Code, other than paragraph (8) thereof, are satisfied inasmuch as:

1. The Plan complies with all of the applicable provisions of the Bankruptcy Code, including, without limitation, sections 1122 and 1123 of the Bankruptcy Code. Without limitation of the foregoing:

   - The classification of Claims and Interests under the Plan are appropriate. Each Class of Claims and Interests contains only Claims or Interests that are substantially similar to the other Claims or Interests within that Class. Valid reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan.
   - The Plan specifies the treatment of each Impaired Class.
   - The Plan provides equal treatment for each Claim or Interest of a particular Class.
   - The Plan provides adequate and proper means for its implementation.
   - The Amended Certificates contained in the Plan Supplement prohibit the issuance of non-voting equity securities.
   - The Plan and Disclosure Statement describe the manner of selection of directors and officers of the Reorganized Debtors, and such provisions are consistent with the interests of holders of Claims and Interest and with public policy.

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- The Plan's additional provisions are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

2. The Debtors have complied with the applicable provisions of the Bankruptcy Code.

3. The Plan has been proposed in good faith and not by any means forbidden by law. In so determining, the Court has examined the totality of the circumstances surrounding the commencement of the Reorganization Cases, the Plan itself, and the process leading to its confirmation. The Reorganization Cases were filed, and the Plan was proposed, with the legitimate purpose of allowing the Debtors to reorganize and emerge from bankruptcy with a capital structure that will allow them to satisfy their obligations with sufficient liquidity and capital resources.

4. Any payments made or promised by the Debtors for services or for costs and expenses in, or in connection with, the Reorganization Cases, or in connection with the Plan and incident to the Reorganization Cases, has been approved by, or is subject to approval of, the Court as reasonable.

5. The identities and affiliations of the directors and officers of each of the Reorganized Debtors have been disclosed, and the appointment to, or continuance in, such offices of such persons is consistent with the interests of holders of Claims against and Interests in the Debtors and with public policy. The identity and nature of compensation of insiders that will be employed by the Reorganized Debtors on and after the Effective Date have been disclosed.

6. There is no governmental regulatory commission with jurisdiction, after confirmation of the plan, over the rates of the Debtors and therefore section 1129(a)(6) of the Bankruptcy Code is inapplicable.

7. As evidenced by the Disclosure Statement and on the record of the Confirmation Hearing, each holder of a Claim or Interest in each impaired class has either accepted the Plan or will receive or retain under the Plan property of a value, as of the Effective Date of the Plan, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date. The liquidation analysis contained in the Disclosure Statement and the other evidence related thereto, as supplemented by any evidence proffered or adduced at or prior to the Confirmation Hearing, are persuasive and credible. The methodology used and assumptions made in the liquidation analysis, as supplemented by any evidence proffered or adduced at or prior to the Confirmation Hearing, are reasonable.

8. Except to the extent that the holder of a particular claim has agreed to a different treatment of such Claim, the treatment of Claims under the Plan of the type specified in sections 507(a)(1) through 507(a)(8) of the Bankruptcy Code, if any, complies with the provisions of section 1129(a)(9) of the Bankruptcy Code.

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9. At least one impaired class of claims with respect to each Debtor has voted, or is deemed, to accept the Plan, determined without including any acceptances of the Plan by any insider.

10. Based upon the evidence contained in the Disclosure Statement and the other evidence proffered or adduced at or prior to the Confirmation Hearing, the Plan is feasible and confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtors.

11. All fees payable under section 1930 of title 28 of the United States Code either have been paid or will be paid under the Plan.

12. The Debtors do not have any retiree benefit obligations and therefore section 1129(a)(13) of the Bankruptcy Code is inapplicable.

M. Although the Plan does not satisfy the requirements of section 1129(a)(8) of the Bankruptcy Code, the Plan is confirmable because, as described below, the Debtors have met the requirements of section 1129(b) of the Bankruptcy Code. The Court finds the following with respect to the voting results and section 1129(b) of the Bankruptcy Code:

1. As to each Debtor for which Classes 3 and 7 were entitled to vote, Classes 3 and 7 have rejected the Plan. The Plan does not discriminate unfairly and is fair and equitable, and therefore satisfies section 1129(b), as to each such Debtor with respect to Classes 3 and 7.

2. Classes 8-10 of each Debtor are deemed to have rejected the Plan pursuant to section 1126(g) of the Bankruptcy Code. The Plan does not discriminate unfairly and is fair and equitable, and therefore satisfies section 1129(b), as to each Debtor with respect to such Classes.

3. Pursuant to Section 6.4 of the Plan and applicable law, Classes in which Claims or Interests are eligible to vote but no holders have voted are deemed to have accepted the Plan.

N. Other than the Plan, no other chapter 11 plan is currently being moved for confirmation, and the primary purpose of the Plan is not the avoidance of taxes or the requirements of Section 5 of the Securities Act of 1933. Therefore, the requirements of sections 1129(c) and 1129(d) of the Bankruptcy Code have been satisfied.

O. The Debtors, the First Lien Administrative Agent, the First Lien Lenders, and their respective current or former subsidiaries, affiliates, managed accounts or funds, officers,

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directors, principals, employees, agents, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, and other Professionals have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code with respect to the formulation, solicitation and confirmation of the Plan pursuant to section 1125(e) of the Bankruptcy Code.

P. Pursuant to sections 365 and 1123(b)(2) of the Bankruptcy Code, upon the occurrence of the Effective Date, Article X of the Plan provides for the assumption, assumption and assignment or rejection of certain executory contracts and unexpired leases. The Debtors' determinations regarding the assumption, assumption and assignment, or rejection of executory contracts and unexpired leases are based on and within the sound business judgment of the Debtors, are necessary to the implementation of the Plan and are in the best interests of the Debtors, their estates, holders of Claims and other parties in interest in the Reorganization Cases. The Debtors filed with the Court the Schedule of Rejected Contracts and Leases on March 10, 2010 [Docket No. 919]. In accordance with the order entered by the Court on January 7, 2010, approving, among other things, certain procedures to determine cure amounts (the "Cure Procedures Order"), the Debtors filed a cure schedule, a supplemental cure schedule and second supplemental cure schedule with the Court on January 13, 2010 [Docket No. 679], January 27, 2010 [Docket No. 733] and February 8, 2010 [Docket No. 785], respectively (together, and as may be amended and/or supplemented, the "Cure Schedules") and either have provided or will provide notice of the Debtors' determinations regarding the assumption, assumption and assignment or rejection of executory contracts or unexpired leases and any related Updated Cure Amounts in accordance with the procedures set forth in the Cure Procedures Order and approved

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herein. The Updated Cure Amounts set forth on the Updated Cure Schedule are calculated as of November 30, 2009.

Q. The indemnification, injunction, discharge, release and exculpation provisions set forth in the Plan constitute good faith compromises and settlements of the matters covered thereby. Such compromises and settlements are made in exchange for consideration and are in the best interests of the Debtors, their Estates, and holders of Claims and Interests, are fair, equitable, reasonable, and are integral elements of the restructuring and resolution of the Reorganization Cases in accordance with the Plan. The failure to effect the discharge, release, indemnification, injunction and exculpation provisions of the Plan would seriously impair the Debtors' ability to confirm the Plan. Each of the discharge, release, indemnification, injunction and exculpation provisions set forth in the Plan:

1. is within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), (b), and (d);
2. is an essential means of implementing the Plan pursuant to section 1123(a)(5) of the Bankruptcy Code;
3. is an integral element of the settlements and transactions incorporated into the Plan;
4. confers material benefit on, and is in the best interests of, the Debtors, their estates, and the holders of Claims and Interests;
5. is important to the overall objectives of the Plan to finally resolve all Claims among or against the parties-in-interest in the Reorganization Cases with respect to the Debtors, their organization, capitalization, operation, and reorganization; and
6. is consistent with sections 105, 1123, and 1129 of the Bankruptcy Code and applicable law in the Third Circuit.

R. The revesting, transfer or sale of any real property or personal property of the Debtors in accordance with the Plan, the Debtors' business plan or pursuant to this Order (including, without limitation, entering into the New Revolving Credit Facility, the Reorganized

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First Lien Term Loan Facility, the Reorganized Second Lien Term Loan Facility, and/or the DIP Roll Option) is a transfer "under a plan confirmed under section 1129" of the Bankruptcy Code.

ACCORDINGLY, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The findings of this Court as set forth herein shall constitute findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, which is applicable to this matter by virtue of Bankruptcy Rule 9014. To the extent any findings of fact constitute conclusions of law, they are also adopted as such. To the extent any conclusions of law constitute findings of fact, they are also adopted as such.

2. The Plan and the Stand Alone Transactions contemplated thereby, including all exhibits, supplements and modifications thereto, are approved in their entirety and are confirmed pursuant to section 1129 of the Bankruptcy Code. The terms of the Plan are an integral part of this Order and hereby are incorporated herein by reference and "So Ordered" in their entirety. The failure to specifically describe or include any particular provision of the Plan in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of this Court that the Plan be approved and confirmed in its entirety.

3. All objections to confirmation of the Plan, to the extent not withdrawn or resolved herein, are hereby overruled and denied.

4. In accordance with section 1142 of the Bankruptcy Code, section 303 of the Delaware General Corporation Law and any comparable provisions of the business corporation law of any other state (collectively, the "Reorganization Effectuation Statutes"), but subject to the fulfillment or waiver of all conditions precedent listed in Section 11.2 of the Plan, without further action by the Court or the stockholders, managers or directors of any Debtor or Reorganized Debtor, the Debtors and the Reorganized Debtors, as well as the president, the chief

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executive officer, the chief financial officer, the secretary, the treasurer or such respective designee, of the appropriate Debtor or Reorganized Debtor, are authorized to: (a) take any and all actions necessary or appropriate to implement, effectuate and consummate the Plan, this Order or the transactions contemplated thereby or hereby, including, without limitation, those transactions identified in Article VII of the Plan; and (b) execute and deliver, adopt or amend, as the case may be, any contracts, instruments, releases, agreements and documents necessary to implement, effectuate and consummate the Plan, including, without limitation, the Plan Documents. Without limiting the foregoing, the Debtors and the Reorganized Debtors are authorized and empowered to issue, execute, deliver, file and record any documents or court papers or pleadings, and to take any and all actions, that are necessary or desirable to implement, effectuate, and consummate the transactions contemplated by the Plan, whether or not specifically referred to therein and without further application or order of this Court, in each case with like effect as if exercised and taken by unanimous action of the directors, stockholders, managers and/or partners of the Debtors or the Reorganized Debtors as may be necessary to cause the same to become effective under the applicable state law. Consistent with the foregoing, the Debtors are authorized to enter into the New Revolving Credit Facility, the Reorganized First Lien Term Loan Facility and the Reorganized Second Lien Term Loan Facility including, in their business judgment, to effectuate the DIP Roll Option, and all ancillary documentation contemplated by any of the foregoing.

5. Pursuant to sections 105(a) and 1123(a)(5)(C) of the Bankruptcy Code, the substantive consolidation of Holdings and CCS Acquisition for all purposes related to the Plan, including without limitation for purposes of voting, confirmation and distribution is hereby approved, effective as of the Effective Date. As a result of such substantive consolidation, (i) all

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Assets and liabilities of CCS Acquisition shall be treated as though they were merged into and with the Assets and liabilities of Holdings, (ii) all guarantees of Holdings and CCS Acquisition of each other's obligations and any joint or several liability of Holdings and CCS Acquisition shall be deemed an obligation of Consolidated Holdings and (iii) each and every Claim filed or to be filed in the Reorganization Case of Holdings or CCS Acquisition shall be deemed filed against Consolidated Holdings and shall be deemed one Claim against and obligation of Consolidated Holdings. Nothing herein shall be construed to effect the substantive consolidation and/or merger of any of the Debtors other than Holdings and CCS Acquisition. Notwithstanding anything in the Plan or this Order to the contrary, the Debtors shall be authorized to take such actions as contemplated by Section 2.1 of the Plan prior to, in connection with, or after the Effective Date.

6. The Court hereby approves, as applicable (i) the New Revolving Credit Facility, the granting of the security interests, charges, liens and claims referenced therein, and the payment of all fees provided for in respect of the New Revolving Credit Facility, and, (ii) the obligations contemplated under the DIP Roll Option Term Sheet as obligations of the Reorganized Debtors, the continuation of the security interests, charges, liens and claims contemplated by the DIP Roll Option, and the payment of all fees provided for in respect of the continuing DIP Lender Claims, all as set forth in the Plan and in the DIP Roll Option Term Sheet.

7. The Court hereby approves the Reorganized First Lien Term Loan Facility and the Reorganized Second Lien Term Loan Facility and the granting of the security interests, charges, liens and claims referenced therein.

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8. Each federal, state, commonwealth, local, foreign or other governmental agency is hereby directed and authorized to accept any and all documents, mortgages and instruments necessary or appropriate to effectuate, implement or consummate the transactions contemplated by the Plan and this Order. This Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any State or any other governmental authority with respect to the implementation or consummation of the Plan and any other acts that may be necessary or appropriate for the implementation or consummation of the Plan.

9. All transactions effected by the Debtors during the pendency of the Reorganization Cases from the Commencement Date through the Confirmation Date are approved and ratified.

10. The Debtors are authorized to take, prior to the Effective Date, such actions necessary or desirable to modify the corporate structure of the Debtors, including without limitation, through the transfer of assets from one Debtor to another, the merger, dissolution, or consolidation of one or more of the Debtors, or the conversion of a Debtor to a limited liability company. The Debtors also are authorized to transfer any Other Existing Interests, intercompany notes or intercompany payables (collectively, the "Intercompany Interests"), from the Debtor entities at which they are held to other Debtor entities and/or reinstate such Intercompany Interests in whole or in part. Further, subject to the occurrence of the Effective Date, the First Lien Administrative Agent shall be deemed to have released any lien or interest in the Intercompany Debts to the extent necessary to allow any such transfers prior to the Effective Date. Any action described in this paragraph that is taken by the Debtors is subject to the occurrence of the Effective Date and will be deemed to have occurred immediately prior to the Effective Date. Further, to the extent any action described in this paragraph constitutes an event

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of default under the DIP Credit Agreement, such default is hereby deemed to be waived. For the avoidance of doubt, Intercompany Claims shall not be deemed General Unsecured Claims.

11. The issuance and distribution of any securities pursuant to the Plan shall be exempt from section 5 of the Securities Act of 1933 and any State or local law requiring the registration for offer or sale of a security or registration or licensing of any issuer of, underwriter of or broker or dealer in a security in accordance with the terms of section 1145 of the Bankruptcy Code.

12. The consummation of the Plan and the assumption or assumption and assignment of any executory contract or unexpired lease to another Reorganized Debtor shall not constitute a change in ownership or change in control under any employee benefit plan or program, financial instrument, loan or financing agreement, license, permit, executory contract or unexpired lease, contract, lease or other agreement in existence on the Effective Date to which a Debtor is a party.

13. Subject to payment of the applicable Updated Cure Amounts, any and all executory contracts and/or unexpired leases not expressly rejected by the Debtors pursuant to the Schedule of Rejected Contracts and Leases nor rejected pursuant to an order of this Court entered prior to the date hereof nor the subject of a motion to assume, assume and assign, or reject pending on the date hereof, shall be deemed assumed by the Debtors, subject to the occurrence of the Effective Date. For the avoidance of doubt, neither the Plan nor this Order shall effectuate the assumption of any such contract or lease if the Effective Date fails to occur.

14. Except as otherwise modified herein, the Updated Cure Amounts set forth on the Cure Schedules are hereby approved and the Debtors shall be authorized to pay all such amounts. The counterparties to the assumed contracts shall be forever barred, estopped and enjoined from disputing the Updated Cure Amounts set forth on the Cure Schedules (including an Updated

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Cure Amount of $0.00) and/or from asserting any claim against the Debtors arising under section 365(b)(1) of the Bankruptcy Code except as set forth on the Cure Schedules. The Updated Cure Amounts set forth on the Cure Schedules are calculated as of November 30, 2009. For avoidance of doubt, amounts accruing after November 30, 2009, shall be paid in the ordinary course and shall not be barred as a result of this Order and to the extent any Updated Cure Amount is paid (or has already been paid) in the ordinary course by the Debtors, the final amounts to be paid on account of the Updated Cure Amounts shall be reduced accordingly.

15. With respect to any executory or unexpired lease outstanding as of the date hereof as to which there is a dispute concerning the assumption, assumption and assignment or rejection of such contract or lease, such contract or lease shall be deemed to remain property of the Estate of the applicable Debtor, shall remain subject to assumption, assumption and assignment, or rejection as the case may be, and shall be treated in accordance with the Cure Procedures Order.

16. All proofs of Claim with respect to Claims arising from the rejection of the executory contracts or unexpired leases shall be treated as General Unsecured Claims and, pursuant to Section 5.6 of the Plan, shall to the fullest extent permitted by applicable law be discharged on the Effective Date, and shall not be enforceable against the Reorganized Debtors or their respective properties or interests in property. Any party that fails to object to the rejection of its executory contract or file a proof of claim in accordance with the terms of the Bar Date Order, shall be forever barred, estopped and enjoined from disputing the rejection and/or from asserting any claim against such applicable Debtor arising under section 365 of the Bankruptcy Code.

17. Except as otherwise provided in Section 3.2 of the Plan or in an order of this Court, unless previously filed, proofs of Administrative Expense Claims must be filed and served

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in accordance with the notice provisions of Section 14.16 of the Plan and on the Office of the United States Trustee (the "Notice Parties"), pursuant to the procedures specified in this Order, Section 3.2 of the Plan and the notice of entry of this Order, no later than the first Business Day that is forty-five (45) days after the Effective Date. Failure to file and serve such proof of Administrative Expense Claim timely and properly shall result in the Administrative Expense Claim being forever barred and discharged. Any request for payment of Administrative Expense Claims that are not timely filed as set forth above and in accordance with terms of the Plan will be forever barred, and holders of such Claims will not be able to assert such Claims in any manner against the Debtors or the Estates.

18. Except as otherwise provided in Section 3.3 of the Plan, Professionals asserting a Fee Claim for services rendered before the Effective Date must file and serve on the Notice Parties and such other entities who are designated by the Bankruptcy Rules, this Order or other order of this Court an application for final allowance of such Fee Claim no later than forty-five (45) days after the Effective Date. Objections to Fee Claims, if any, must be filed and served on the applicable Professionals, their counsel, if any, and the Notice Parties, no later than sixty (60) days after the Effective Date or such other date as may be established by this Court. To the extent necessary, this Order shall amend and supersede any previously entered order of this Court regarding the payment of Fee Claims. Notwithstanding anything to the contrary in the Plan, each Reorganized Debtor is authorized to pay the charges that it incurs on or after the Effective Date for Professionals' fees, disbursements, expenses or related support services (including fees relating to the preparation of Professional Fee Claim applications) without further application to the Court. Any request for payment of Professional Fees that are not timely filed

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as set forth above will be forever barred, and holders of such Claims will not be able to assert such Claims in any manner against the Debtors or the Estates.

19. Within ninety (90) days after the Effective Date, as such period may be extended from time to time by the Debtors or Reorganized Debtors, the Debtors or Reorganized Debtors may file a motion to estimate contingent and/or unliquidated claims (an "Estimation Motion"). Responses and/or objections to the relief sought in any Estimation Motion shall be filed and served on the Notice Parties within fifteen (14) days of service of such Estimation Motion. If no response and/or objection is timely filed, the relief requested in the Estimation Motion shall be granted without a hearing. In the event the holder of a Claim subject to the Estimation Motion timely files a response and/or objection to the Estimation Motion, a hearing with respect to the relief requested in the Estimation Motion shall be scheduled for the next case hearing date that is no less than thirty (30) days from the date the Estimation Motion was filed.

20. The treatment and release of Claims against the Debtors, as provided under the Plan, shall not diminish or impair the enforceability of any insurance policies that may cover Claims against the Debtors or any other Entity.

21. Pursuant to section 1146(a) of the Bankruptcy Code, neither the making nor delivery of an instrument of transfer, nor the revesting, transfer and sale of any real property or personal property of the Debtors in accordance with the Plan, shall subject the Debtors to any state or local law imposing a stamp tax, transfer tax or similar tax or fee. For the avoidance of doubt, any transfer in connection with the consummation of the Reorganized First Lien Term Loan Facility, the Reorganized Second Lien Term Loan Facility, the New Revolving Credit Facility, and/or the DIP Roll Option shall be exempt from any state or local law imposing a stamp tax, transfer tax or similar tax or fee. In accordance with Section 14.2 of the Plan, without

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limiting the generality thereof, that certain First Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made by MP TotalCare, Inc., as Mortgagor, to Cantor Fitzgerald Securities, LP, as Agent, Mortgagee, and that Second Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made by MP TotalCare, Inc., as Mortgagor, to Cantor Fitzgerald Securities, LP, as Agent, Mortgagee, each constitute a "transfer under a plan" within the purview of section 1146 of the Bankruptcy Code and shall not be subject to transfer, stamp, documentary stamp taxes, intangibles taxes, or similar taxes.

22. This Order shall now be and, upon the occurrence of the Effective Date, the provisions of the Plan shall immediately be binding on the Debtors, all holders of Claims and Interests (whether or not impaired under the Plan and whether or not, if impaired, they accepted the Plan), any other party in interest, any other party making an appearance in these Reorganization Cases, and any other person or entity affected thereby, as well as their respective heirs, successors, assigns, trustees, subsidiaries, affiliates, officers, directors, agents, employees, representatives, attorneys, beneficiaries, guardians, and similar officers, or any person claiming through or in the right of any such person or entity.

23. In accordance with section 1123(b) of the Bankruptcy Code, except as otherwise provided herein and upon the terms and provisions of the Plan, the Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, causes of action, rights of setoff, or other legal or equitable defenses as fully as if the Reorganization Cases had not been commenced, and all of the Debtors' legal and/or equitable rights respecting any Claim left unimpaired may be asserted after the Confirmation Date to the same extent as if the Reorganization Cases had not been commenced.

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24. The release, exculpation, injunction and indemnification provisions contained in the Plan including, without limitation, those set forth in Articles X and XII of the Plan, are expressly incorporated into this Order as if set forth in full and are hereby authorized and approved.

25. The provisions of Federal Rule of Civil Procedure 62, as applicable pursuant to Bankruptcy Rule 7062, and Bankruptcy Rule 3020(e) shall not apply to this Order and the Debtors are authorized to consummate the Plan immediately upon entry of this Order. The period in which an appeal must be filed shall commence immediately upon the entry of this Order.

26. Pursuant to section 1141 of the Bankruptcy Code, effective as of and subject to the occurrence of the Effective Date and subject to the terms of the Plan and this Order, all prior orders entered in the Reorganization Cases, all documents and agreements executed by the Debtors as authorized and directed thereunder and all motions or requests for relief by the Debtors pending before the Court as of the Effective Date shall be binding upon and shall inure to the benefit of the Debtors, the Reorganized Debtors and their respective successors and assigns.

27. Except as otherwise provided in the Plan, this Order, or any agreement, instrument, or other document incorporated in the Plan or entered into in connection with the Plan (including the Reorganized First Lien Term Loan Facility, the Reorganized Second Lien Term Loan Facility, the New Revolving Credit Facility, and/or the DIP Roll Option), on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances, including, without limitation, any

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and all Liens, Claims, charges and other encumbrances with respect to the First Lien Credit Agreement, Second Lien Credit Agreement and PIK Credit Agreement. On and after the Effective Date, except as otherwise provided in the Plan or this Order, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims, Interests, or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules. Without limiting the generality of the foregoing, subject to the occurrence of the Effective Date, that certain First Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, made by MP TotalCare, Inc., as Mortgagor, to Wachovia Bank, National Association, as Administrative Agent, Mortgagee, dated as of September 30, 2005, recorded October 18, 2005, in Book 15648, Page 1251 Hillsborough County, Florida, and that certain Second Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, made by MP TotalCare, Inc., as Mortgagor, to Wachovia Bank, National Association, as Administrative Agent, Mortgagee, dated as of September 30, 2005, recorded October 18, 2005, in Book 15648, Page 1278, Hillsborough County, Florida, are hereby released and discharged, and the recording of a certified copy of this Order in the official records of Hillsborough County, Florida shall constitute conclusive evidence of the release and discharge thereof.

28. Except as specifically provided by the Plan, confirmation of the Plan (subject to the occurrence of the Effective Date) shall (i) discharge the Debtors, the Estates, and the Reorganized Debtors from any debt, liability or other obligation of any nature that arose before the Effective Date (including, without limitation, any and all obligations with respect to the First Lien Credit Agreement, Second Lien Credit Agreement, PIK Credit Agreement and any ancillary documents contemplated by any of the foregoing), or which might at any time on or after the

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Effective Date arise out of or relate, directly or indirectly, to pre-Effective Date acts or omissions, any debt of the kind specified in section 502(g), section 502(h) or section 502(i) of the Bankruptcy Code, all Claims treated in the Plan, all contingent and unliquidated liabilities of every type and description to the fullest extent of discharge of such liabilities is permitted under the Bankruptcy Code, and all other Claims against the Debtors, the Estates or the Reorganized Debtors that were outstanding, accrued or existing, or might reasonably have been asserted, on the Effective Date, in each instance whether or not a proof of such Claim is filed or deemed filed, whether or not such Claim is Allowed, and whether or not the holder of such Claim has voted on the Plan, and (ii) terminate all Interests in the Debtors and all rights and interests and claims of the holders of all Interests; provided, however, if the DIP Roll Option is effectuated, the security interests provided to the DIP Lenders under the DIP Credit Agreement and related Bankruptcy Court order shall continue and attach to the property subject to such security interests with the same priority as applied during the pendency of the Reorganization Cases to secure all obligations in respect of the DIP Lender Claims following the Effective Date until paid in full in Cash.

29. Except as otherwise provided in the Plan, this Order, or any agreement, instrument or other document incorporated in the Plan or entered into in connection with the Plan (including the Reorganized First Lien Term Loan Facility, the Reorganized Second Lien Term Loan Facility, the New Revolving Credit Facility, and/or the DIP Roll Option), on the Effective Date, all mortgages, deeds of trust, Liens, pledges, or other security interests or encumbrances against any property of the Estates shall be fully released and discharged (including, without limitation, any and all mortgages, deeds of trust, Liens, pledges, and other security interests and encumbrances with respect to the First Lien Credit Agreement and Second Lien Credit

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Agreement), and all of the right, title, and interest of any holder of such mortgages, deeds of trust, Liens, pledges, or other security interests or encumbrances shall revert to the Reorganized Debtors and their respective successors and assigns.

30. Except as specifically provided by the Plan, upon the Effective Date in order to evidence the release and discharge of any Lien pursuant to the Plan and in accordance with this Order, the Debtors' creditors are authorized and directed to execute such documents and take all other actions as may be necessary to release any Liens of any kind against the Assets, as such Liens may have been recorded or may otherwise exist. If any person or entity that has filed financing statements or other documents or agreements evidencing any Liens in or against the Assets shall not have delivered to the Debtors prior to the Effective Date after request therefor, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, or releases of all such Liens that the person or entity has with respect to the Assets, the Reorganized Debtors are hereby authorized to execute and file UCC-3 or other termination statements or such other documents as may be necessary to release any Liens of any kind against the Assets, as such Liens may have been recorded or may otherwise exist in any applicable jurisdiction. Notwithstanding the foregoing and for the avoidance of doubt, subject to the occurrence of the Effective Date, this Order shall act as a release of any and all Liens and the Reorganized Debtors are authorized to file, register, or otherwise record a certified copy of this Order, which, once filed, registered or otherwise recorded, shall constitute conclusive evidence of the release of all Liens and Interests in the Assets of any kind or nature whatsoever.

31. Pursuant to Bankruptcy Rules 2002(f)(7) and 3020(c)(2), the Debtors or the Reorganized Debtors shall serve a notice of the entry of this Order and the Effective Date, substantially in the form of Exhibit 1 attached hereto and incorporated herein by reference (the

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"Confirmation and Effective Date Notice"), on all parties that received notice of the Confirmation Hearing and parties to executory contracts or unexpired leases no later than twenty (20) Business Days after the Effective Date; provided, however, that the Debtors or the Reorganized Debtors shall be obligated to serve the Confirmation and Effective Date Notice only on the record holders of Claims or Interests as of the Confirmation Date to the extent known. The Debtors shall publish the Confirmation and Effective Date Notice once in the national editions of *USA Today* and the daily edition of the *St. Petersburg Times* no later than twenty (20) Business Days after the Effective Date. As soon as practicable after the entry of this Order, the Debtors shall make copies of this Order and the Confirmation and Effective Date Notice available on Epiq's website at http://chapter11.epiqsystems.com/CCSMedical.

32. The Debtors are hereby authorized to further amend or modify the Plan at any time prior to the substantial consummation of the Plan in accordance with section 1127 of the Bankruptcy Code and Section 14.7 of the Plan, without further order of the Court. In addition, without the need for a further order or authorization of this Court, but subject to the express provisions of this Order, the Debtors are authorized and empowered as may be necessary to make non-material modifications to the documents filed with the Court, including the Plan Supplement or documents forming part of the evidentiary record at the Confirmation Hearing, in their reasonable business judgment, as well as such other modifications that are made in accordance with the terms of the Plan or the applicable Plan Document. The Debtors may institute proceedings in this Court to remedy any defect or omission or reconcile any inconsistencies in the Plan or this Order with respect to such matters as may be necessary to carry out the purposes and effects of the Plan. Nevertheless, the Debtors are authorized to make

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any amendments or modifications to the Plan Supplement subject to the consent of the Required First Lien Lenders without any further notice to, or order of, the Court.

33. Any document related to the Plan that refers to a plan of reorganization of the Debtors other than the Plan confirmed by this Order shall be, and hereby is, deemed to be modified such that the reference to a plan of reorganization of the Debtors in such document shall mean the Plan confirmed by this Order, as appropriate.

34. In the event of an inconsistency between the Plan, on the one hand, and any other agreement, instrument, or document intended to implement the provisions of the Plan, on the other, the provisions of the Plan shall govern (unless otherwise expressly provided for in such agreement, instrument, or document). In the event of any inconsistency between the Plan or any agreement, instrument, or document intended to implement the Plan, on the one hand, and this Order, on the other, the provisions of this Order shall govern.

35. In accordance with Section 11.4 of the Plan, if the Effective Date does not occur, this Order shall be vacated by this Court. Notwithstanding the filing of a motion to vacate this Order, this Order shall not be vacated if all of the conditions to consummation set forth in Section 11.2 of the Plan are either satisfied or duly waived before this Court enters an order granting the relief requested in such motion. If this Order is vacated pursuant to Section 11.4, the Plan shall be null and void in all respects, and nothing contained in the Plan shall: (a) constitute a waiver or release of any Claims against or Interests in the Debtors; (b) prejudice in any manner the rights of the holder of any Claim or Interest in the Debtors; or (c) constitute an admission, acknowledgment, offer or undertaking by the Debtors or any other entity with respect to any matter set forth in the Plan.

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36. If any of the provisions of this Order are hereafter reversed, modified, or vacated by a subsequent order of the Court or any other court, such reversal, modification, or vacatur shall not affect the validity of the acts or obligations incurred or undertaken under, or in connection with, the Plan prior to receipt of written notice of such order by the Debtors. Notwithstanding any such reversal, modification, or vacatur of this Order, any such act or obligations incurred or undertaken pursuant to, and in reliance on, this Order prior to the effective date of such reversal, modification, or vacatur shall be governed in all respects by the provisions of this Order, the Plan, all documents relating to the Plan, and any amendments or modifications to any of the foregoing.

37. If the Plan is revoked or withdrawn pursuant to Section 14.8 of the Plan prior to the Effective Date, the Plan shall be deemed null and void.

38. Subject to the terms of the Plan, on and after the Effective Date, the Reorganized Debtors may operate their businesses and may use, acquire and dispose of property and prosecute, compromise or settle any Claims (including any Administrative Expense Claims) and causes of action without supervision of or approval by the Bankruptcy Court and free and clear of any restrictions of the Bankruptcy Code or the Bankruptcy Rules other than restrictions expressly imposed herein or by the Plan.

39. On the Effective Date, each of the cases of the Debtors other than the lead case, captioned In re CCS Medical, Inc., et. al., 09-12390 (CSS) (the "Lead Case") shall be deemed closed. At any time prior to the closing of the Lead Case, the Debtors may reopen a closed case. All U.S. Trustee Fees due and owing for the Debtors' closed cases shall be paid on, or as soon as reasonably practicable following, the Effective Date. The closing of the Debtors' cases other than the Lead Case will in no way prejudice the Debtors' rights to object or otherwise contest a

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proof of claim filed against any of the Debtors, commence or prosecute any action to which any of the Debtors may be a party, or a claimant's rights to receive distributions under the Plan to the extent such claimant's claim is ultimately allowed, nor will the closing of such cases otherwise alter or modify the terms of the Plan.

40. Except as otherwise provided herein, notice of all subsequent pleadings in these Reorganization Cases shall be limited to the following parties: (a) the Reorganized Debtors and their counsel; (b) counsel to the First Lien Administrative Agent; (c) counsel to Highland Capital Management, L.P.; (d) the United States Trustee; (e) any party known to be directly affected by the relief sought; and (f) all parties that have, in writing, requested notices with respect to the Reorganization Cases after the Effective Date.

41. Notwithstanding anything in Section 12.7(b) of the Plan to the contrary, only the holders of Claims in Classes 1, 2, 4, 5 and 6 and Claims not otherwise classified shall be deemed to have granted the releases set forth in Section 12.7(b) of the Plan.

42. The Updated Cure Amount with respect to that certain HMO Ancillary Services Agreement between Qualcare, Inc. and DEGC Enterprises (U.S.), Inc. is $3,693.10.

43. The Updated Cure Amount with respect to that certain TIMS Service Agreement between Computers Unlimited and MP TotalCare Medical, Inc. is $7,062.48.

44. The Updated Cure Amount with respect to that certain Vendor Agreement between AmerisourceBergen and CCS Medical, Inc. is $1,776,094.85.

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45. Subject to the satisfaction of the Updated Cure Amount, and the assumption of all agreements between the Debtors and Oracle, the objection filed by Oracle USA, Inc. ("Oracle") on February 8, 2010 [Docket No. 784] is hereby resolved.

46. The Debtors and Bayer Healthcare LLC, Diabetes Care ("Bayer") agree that that certain Distributor Medical Benefit Patient Testing Compliance Program Agreement, Contract MY and that certain Preferred Branded Manufacturer Agreement (collectively, the "Bayer Agreements") shall be treated as being the subject of a Cure Dispute (as such term is defined in the Cure Procedures Order, which is incorporated into section 10.4(b) of the Plan) and the parties agree that a hearing shall be held on such Cure Dispute on April 5, 2010 (or at such other time as the Debtors and Bayer may otherwise agree). For the avoidance of doubt, pursuant, the Cure Procedures Order and section 10.4(b) of the Plan, the Debtors and the Reorganized Debtors shall have five (5) Business Days from entry of a final order in resolution of the Cure Dispute to reject the Bayer Agreements.

47. Entry of this Order resolves the objection [Docket No. 787] (the "Verizon Objection") of Verizon Communications, Inc. and Verizon Business Global LLC (collectively "Verizon") as follows: a) subject to the terms of the Plan and the occurrence of the Effective Date, the Debtors hereby assume the Verizon Business Services Agreement, dated April 19, 2006 and any unexpired Verizon maintenance agreements together with all amendments, supplements, purchase orders, riders, change orders and other documents related thereto, and as such agreements may have been amended and superseded by the Verizon Business Service Agreement, dated September 23, 2009 (collectively, the "Verizon Contracts"); b) Verizon agrees to accept the application of the Adequate Assurance Deposit (as defined below) as described below in full satisfaction of the Debtors' cure obligations under section 365 of the Bankruptcy

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Code; c) upon the Effective Date, Verizon shall apply the balance of the adequate assurance deposit (the "Adequate Assurance Deposit") held by Verizon pursuant to the Stipulation and Order Resolving Objection of Verizon Business Global LLC to the Debtors' Motion for and Interim Order and Final Order: (I) Prohibiting Utilities From Altering, Refusing or Discontinuing Services; (II) Deeming Utility Companies Adequately Assured of Future Performance; and (III) Establishing Procedures for Determining Adequate Assurance of Payment [Docket No. 163] as payment to cure any and all defaults arising under or related to the Verizon Contracts arising on or before the Confirmation Date; d) nothing herein shall affect the Debtors' responsibility to timely pay undisputed amounts due to Verizon under the Verizon Contracts for which payment is not due as of March 9, 2010, nor shall anything herein affect the ability of the Debtors or Verizon to seek a determination by this Court relating to any debt or dispute arising from and after March 9, 2010; and e) upon the Effective Date, Verizon's filed proofs of claims, appearing on the Claims Register as Claim Nos. 226, 227 and 357, shall be expunged and disallowed in full without further order of this Court.

48. In resolution of the Reservation of Rights of the J&J Entities With Respect to Debtors' Notice of Intent to Assume and Assign Certain Leases and Executory Contracts and Fixing Cure Amounts (the "J&J Reservation of Rights"), filed by Animas Diabetes Care, LLC, Lifescan, Inc. and Johnson & Johnson Health Care Systems, Inc. (collectively, the "J&J Entities") on February 9, 2010 [Docket No. 786], and with respect to the Critical Vendor Agreements (as defined in the J&J Reservation of Rights) and any other agreements between the parties that are being assumed, the Debtors and the J&J Entities agree that the J&J Entities have hereby reserved their right, solely with respect to any unpaid amounts that accrued between the Petition Date and November 30, 2010, to seek payment for any such amounts, but in no event

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shall such amounts be in excess of 10% above the J&J Entities' Updated Cure Amounts. Further, the Debtors hereby reserve all rights to dispute the validity of any amount so asserted by the J&J Entities.

49. With respect to the objection of Caremark LLC, Caremark PCS, LLC and RxAmerica, LLC and their predecessors, AdvancePCS, PCS Health Systems, Inc., TDI Managed Care Services, Inc., and PharmaCare Management Services, LLC (collectively, "Caremark") [Docket No. 790], notwithstanding anything in this Order or the Plan to the contrary, the Agreements (as defined in the Caremark Objection) with Caremark set forth on the Updated Cure Schedule, shall be assumed and the Updated Cure Amount shall be $0.00; provided, however, that in connection with the Audit conducted by Caremark, dated August 28, 2009, for the period covering January 1, 2008 through December 31, 2008 (the "Audit"), Caremark shall be entitled to recoup, offset or otherwise deduct any overpayment finally determined to be due pursuant to the terms of the Agreements as a result of such Audit and the automatic stay pursuant to section 362 of the Bankruptcy Code, to the extent it remains in force, or any injunction contemplated by the Plan or this Order, shall be deemed immediately lifted as of the Effective Date and Caremark shall have all necessary authority to effect such recoupment, offset or deduction in connection with the Audit, but in no event shall Caremark be entitled to recoup, offset or otherwise deduct any amount on account of such Audit in excess of $101,000.

50. Nothing in this Order is intended to, nor shall be deemed to, prejudice the rights of Caremark to conduct audits in accordance with the terms of the Agreements and, if appropriate, recover, recoup or setoff the amount of any overpayments discovered pursuant to such audits against amounts otherwise payable by Caremark under the terms of the Agreements from the Debtors, the Reorganized Debtors or any assignee of the Agreements; provided,

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however, that any such audits cannot be conducted with respect to any time period prior to December 31, 2008, except as provided herein, and the amount of recovery, recoupment, or setoff from any audits conducted with respect to the time period between January 1, 2009 and the date of this Order shall not exceed $100,000.

51. Any provision of this Order or the Plan to the contrary notwithstanding, Kathleen Scheibel is not enjoined or otherwise prohibited from conducting discovery, including but not limited to, document and deposition discovery, of the Debtors or their present and former officers, directors, and employees, post-confirmation in connection with the lawsuit styled Kathleen Scheibel v. Nova Biomedical Corporation, Becton, Dickinson, and Company, CCS Medical Holdings, Inc., CCS Medical, Inc., SanVita, Inc. and John Does 1-10, filed in the United States District Court for the Northern District of Georgia, Civil Action No. 1 09-CV-1047, regardless of the status of her pending Motion for Relief From the Automatic Stay and/or Plan Injunction(s) (D.I. 655) at that time. Such parties' other rights and objections to such discovery are preserved.

52. The business and assets of the Debtors shall remain subject to the jurisdiction of this Court until the later of the Effective Date and the vesting of such assets in the applicable Reorganized Debtor. The Court hereby retains jurisdiction of the Debtors' cases and all matters arising under, arising out of, or related to, the Reorganization Cases and the Plan (i) as provided for in the Plan, (ii) as provided for in this Order, and (iii) for the purposes set forth in sections 1127 and 1142 of the Bankruptcy Code.

Dated: Wilmington, Delaware
3/11, 2010

The Honorable Christopher S. Sontchi
United States Bankruptcy Judge

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