

FORM PTO-1618A

Expires 06/30/99
OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office

03-30-1999

U.S. Patent & TMO/TM Mail Rpt Dt. #54

04-14-1999



101008964

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation):
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other: _____
- License
- Nunc Pro Tunc Assignment
Effective Date: _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date:

Name: Pharmathera, Inc.

March 9, 1999

Formerly: _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other: _____

Citizenship / State of Incorporation / Organization: Tennessee

Receiving Party

Mark if additional names of conveying parties attached

Name: American Capital Strategies, Ltd.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 3 Bethesda Metro Center

Address (line 2): Suite 816

Address (line 3): Bethesda

City

MD

State / Country

20814

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other: _____

If document is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.

Citizenship / State of Incorporation / Organization: Delaware

04/13/1999 DNGUYEN 00000037 012510 1556092

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 125.00 CH

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC. 20231

TRADEMARK
REEL: 1882 FRAME: 0490

Domestic Representative (for the first Receiving Party Only)

Name: _____

Address (line 1): _____

Address (line 2): _____

Address (line 3): _____

Address (line 4): _____

Correspondent Name and Address (for the first Receiving Party Only)

Name: Chris Wilson

Address (line 1): ARNOLD & PORTER

Address (line 2): 555 12th Street N.W.

Address (line 3): Suite 1229-A

Address (line 4): Washington, DC 20004-1202

Pages Enter the total number of pages of the attached conveyance document including any attachments: _____

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

1556092; 1555465; 1565182; 1778183; 1778625;
1811083

Number of Properties Enter the total number of properties involved: 6

Fee Amount Fee Amount for Properties Listed (37 C.F.R. 3.41) \$165.00

Method of Payment Enclosed Deposit Account

Deposit Account Number: 01-2510

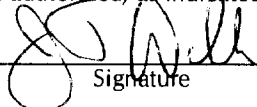
Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

James T. Walsh, Esq.

Name of Person Signing


Signature

3/25/99

Date Signed

**COLLATERAL PATENT,
TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT**

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT (this "Assignment") made as of March 9, 1999, by each of **PHARMATHERA, INC.**, a Tennessee corporation, **FIRST HOME HEALTH, INC.**, a West Virginia corporation, **HEALTH CARE PHARMACY, INC.**, a West Virginia corporation, and **NURSING CARE HOME HEALTH AGENCY, INC.**, a West Virginia corporation (each individually, an "Assignor" and together, the "Assignors"), to **AMERICAN CAPITAL STRATEGIES, LTD.**, a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, Auxi Health, Inc. (the "Company") and certain of its affiliates, including, without limitation, each Assignor, have entered into that certain Subordinated Note and Equity Purchase Agreement dated as of even date herewith (as amended, modified or supplemented from time to time, the "Purchase Agreement") with Assignee; and

WHEREAS, it is a condition to the effectiveness of the Purchase Agreement and the purchase by Assignee of the Securities (as defined in the Purchase Agreement) thereunder that, among other things, the Assignors execute and deliver to Assignee this Assignment; and

WHEREAS, it is to the economic advantage of the Assignors, as wholly-owned subsidiaries of the Company, that Assignee purchase the Securities and enter into the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. **Incorporation of Purchase Agreement.** The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used herein that are not defined herein but are defined in the Purchase Agreement shall have the meanings ascribed to them therein.

2. **Collateral Assignment of Patents, Trademarks, Copyrights and Licenses.** To secure the complete and timely satisfaction of all of the obligations of the Assignor to Assignee under the Purchase Agreement, the notes issued pursuant thereto and all other documents, instruments and agreements delivered by the Assignor in connection therewith (collectively, the "Obligations"), each Assignor hereby mortgages, pledges and assigns to Assignee, as and by way of a mortgage and security interest having priority over all other security interests other than Permitted Liens, with power of sale upon the occurrence of an Event of Default, and grants Assignee a security interest in, all of such Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents");

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (a) through (d), inclusive, with respect thereto in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a) through (d), inclusive, in which Assignor now or hereafter has any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(iii) all Assignor's rights and obligations pursuant to its license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights, whether Assignor is a licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by the Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"); and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which such Assignor is a licensee (and any Patents, Marks and Copyrights currently licensed by others to such Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such collateral assignment or grant of a security interest; provided further,

however, that, upon Assignee's request, such Assignor will use its best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. Restrictions on Future Agreements. Each Assignor agrees and covenants that until the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated, such Assignor will not, without Assignee's prior written consent, take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and each Assignor further agrees and covenants that without Assignee's prior written consent it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action which would affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Each Assignor agrees and covenants not to sell or assign its interest in, or grant any license under, the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Assignee thereto.

4. Certain Covenants, Representations and Warranties of Assignors. Each Assignor covenants, represents and warrants (to the best of such Assignor's knowledge with respect to any Patents, Marks and Copyrights which are licensed by third parties to such Assignor) that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of such Assignor's knowledge, are not currently being challenged in any way; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and such Assignor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and is unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of the Patents, Marks, Copyrights or Licenses; (iv) to the best of such Assignor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement; (v) such Assignor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to such Assignor pursuant to the Licenses) free and clear of any Liens and encumbrances of every kind and nature, and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens and encumbrances of every kind and nature arising by, through or under such Assignor, in each case except for (A) rights granted by such Assignor pursuant to the applicable licenses listed on Schedule C, (B) Liens and encumbrances in favor of Assignee pursuant to this Agreement or the other Purchase Documents, and (C) Liens and encumbrances otherwise permitted under the Purchase Agreement; (vi) the Patents, Marks and Copyrights and Licenses listed on Schedules A, B and C, respectively, constitute all such items in which such Assignor has any right, title or interest; (vii) such Assignor has the unqualified right to enter into this Agreement and perform its terms; (viii) such Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (ix) such Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. **New Patents, Marks, Copyrights and Licenses.** If, before the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated, any Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyrights, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark application, trademark, service mark, trademark or service mark registration, copyrights, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Assignor shall give to Assignee prompt written notice thereof. Each Assignor hereby authorizes Assignee to modify this Assignment by noting any future acquired Patents, Marks, Copyrights on Schedule A or B and any Licenses and licensed Patents, Marks or Copyrights on Schedule C, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of any Assignor or rights of Assignee hereunder.

6. **Royalties; Terms.** Each Assignor hereby agrees that the use by Assignee of all of its Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignor such smaller geographic location if any is specified for such Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to such Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Purchase Agreement.

7. **Grant of License to the Assignors.** Unless and until a Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to each Assignor (but only to the extent the same was lawfully granted to Assignee by such Assignor pursuant to this Agreement) the royalty-free, exclusive, nontransferable right and license for such Assignor's own benefit and account and no other to use such Assignor's Marks and all materials covered by its Copyrights, to exercise Assignee's rights under such Assignor's Licenses, and to make, have made, use and sell products conforming to the inventions disclosed and claimed in such Assignor's Patents for such Assignor's own benefit and account and for none other. Each Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to such Assignor in this Section 7 without the prior written consent of Assignee. From and after the occurrence of an Event of Default and notice to such effect from the Assignee to an Assignor, such Assignor's license with respect to the Patents, Marks, Copyrights and Licenses as set forth in this Section 7 shall terminate forthwith.

8. **Assignee's Right to Inspect.** Assignee shall have the right, at any time and from time to time, to inspect any Assignor's premises and to examine any Assignor's books, records and operations, including, without limitation, any Assignor's quality control processes. From and after the occurrence of an Event of Default and notice by Assignee to an Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, each Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality

of products sold by such Assignor under the Marks consistent with the quality of products now manufactured by such Assignor.

9. **Termination of the Assignors' Security Interest.** This Assignment is made for collateral purposes only. Upon payment in full of the Notes, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the Purchase Documents, and satisfaction in full of all of the Obligations relating to the Notes, title to the Patents, Marks, Copyrights and Licenses shall automatically revert to the relevant Assignor. Assignee shall, at each Assignor's expense, execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revest in the relevant Assignor all right, title and interest in and to, such Assignor's Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Purchase Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

10. **Duties of the Assignors.** Each Assignor shall have the duty (i) to prosecute diligently any patent application of its Patents, any application respecting its Marks, and any copyright application of its Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting its Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting its Marks, and in copyright applications, copyrights and copyright registrations constituting its Copyrights. Any expenses incurred in connection with the foregoing shall be borne by such Assignor. No Assignor shall abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee.

11. **Assignee's Right to Sue.** From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, each Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and each Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. **Waivers.** No course of dealing between any Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then

such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. **Further Assurances.** Each Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all papers (including, without limitation, any as may be deemed desirable by Assignee for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may request, to evidence Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

16. **Cumulative Remedies; Power of Attorney; Effect on Purchase Documents.** All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Purchase Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby constitutes and appoints Assignee as such Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence of an Event of Default, to (i) endorse such Assignor's name on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee deems in good faith to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Purchase Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Purchase Agreement or any of the Purchase Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Each Assignor hereby releases the Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein.

17. **Binding Effect; Benefits.** This Assignment shall be binding upon each Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

18. **Governing Law.** This Assignment shall be deemed to have been executed and delivered in Bethesda, Maryland, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of Maryland.

19. **Subordination.** THE OBLIGATIONS SECURED HEREBY AND THE SECURITY INTERESTS GRANTED HEREUNDER ARE SUBORDINATED IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "INTERCREDITOR AGREEMENT") DATED AS OF MARCH 9, 1999, BETWEEN FLEET CAPITAL CORPORATION, AS AGENT FOR THE SENIOR LENDERS, AND AMERICAN CAPITAL STRATEGIES, LTD., TO THE INDEBTEDNESS AND OTHER LIABILITIES OWED BY THE COMPANY AND THE GUARNATORS UNDER AND PURSUANT TO THE SENIOR FINANCING, AND THE ASSIGNEE HEREUNDER, BY ITS ACCEPTANCE HEREOF, ACKNOWLEDGES AND AGREES (I) TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, AND (II) THAT IF AND TO THE EXTENT ANY CONFLICT EXISTS BETWEEN THE PROVISIONS OF ANY PURCHASE DOCUMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND BE CONTROLLING, PROVIDED, HOWEVER, THAT THE FOREGOING CLAUSE (II) SHALL NOT IN ANY WAY LIMIT, RELEASE, MODIFY OR OTHERWISE AFFECT IN ANY MANNER THE OBLIGATIONS OF ANY LOAN PARTY TO THE PURCHASER.

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[signatures appear on following page]


SIGNATURE PAGE TO

COLLATERAL PATENT, TRADEMARK,
COPYRIGHT AND LICENSE ASSIGNMENT


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

ASSIGNORS:


FIRST HOME HEALTH, INC.

By: 
Name: Greg S. Taylor
Title: Assistant Vice President


HEALTH CARE PHARMACY, INC.

By: 
Name: Greg S. Taylor
Title: Assistant Vice President

**NURSING CARE HOME HEALTH AGENCY,
INC.**

By: 
Name: Greg S. Taylor
Title: Assistant Vice President

PHARMATHERA, INC.

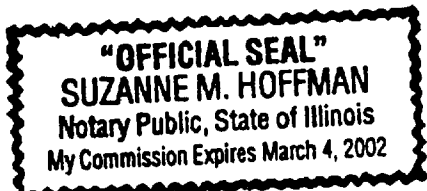
By: 
Name: Greg S. Taylor
Title: Assistant Vice President

COOK
MONTGOMERY COUNTY)
ILLINOIS) SS.
STATE OF MARYLAND)

I, the undersigned, a Notary Public in and for said the jurisdiction aforementioned do hereby certify that Greg S. Taylor personally known to me to be the ASST. V.P., of [*], Inc., a [*] corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing Collateral Patent, Trademark, Copyright and License Assignment, appeared before me this day and acknowledged that they signed and delivered said assignment as such officers of said corporation and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 5th day of March, 1999.

(NOTARIAL SEAL)



Suzanne M. Hoffman
Notary Public

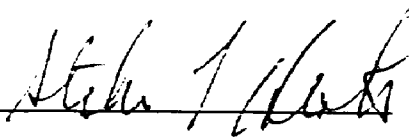
My Commission Expires: _____

- each of
- * First Home Health, Inc., a West Virginia Corp.
 - * Healthcare Pharmacy, Inc., a West Virginia Corp.
 - * Nursing Care Home Health Agency, Inc., a West Virginia Corp.
 - * Pharmaterra, Inc., a Tennessee Corp.

ACCEPTANCE

The undersigned, AMERICAN CAPITAL STRATEGIES, LTD., as aforesaid, accepts the foregoing Collateral Patent, Trademark, Copyright and License Assignment as of the 5th day of March, 1999 in Bethesda, Maryland.

AMERICAN CAPITAL STRATEGIES, LTD.

By: _____ 
Name:
Title:

SCHEDULE A
to Trademark, Copyright and License Assignment

PATENTS

None.

SCHEDULE B
to Trademark Copyright and License Assignment

TRADEMARKS

PharmaThera, Inc.

Trademark Registrations

- | | |
|----------------|--|
| Number 1556092 | Trademark PharmaThera, Inc. (Filed with the United States Department of Commerce, Patent and Trademark Office; Serial No. 73/768813; Receipt Mailing Date 1/31/96; Registration Date 9/12/89.) |
| Number 1555465 | Certificate of Registration PharmaThera, Inc. Trademark (Filed with the United States Department of Commerce, Patent and Trademark Office; Serial No. 73/769855; Receipt Mailing Date 1/31/96; Application Date 12/19/88; Certificate of Registration Date 9/12/89.) |
| Number 1565182 | Trademark PharmaThera, Inc. (Filed with the United States Department of Commerce, Patent and Trademark Office; Serial No. 73/768804; Receipt Mailing Date 1/31/96; Registration Date 11/7/89.) |

Service Mark Registrations

- | | |
|----------------|---|
| Number 1778183 | Service Mark, Principal Register (Registered 6/22/93; for a detailed description, see attached.) |
| Number 1778625 | Trademark Principal Register (Registered 6/29/93; for a detailed description, see attached.) |
| Number 1811083 | Service Mark, Principal Register (Registered 12/14/93; for a detailed description, see attached.) |

With regard to Trademark and Service Mark Registrations please see the attached schedule provided by PharmaThera.

First Home Health, Inc.

Trademark/Service Mark issued on July 16, 1996 for a ten year period for a graphic symbol including words or symbols and an outline of a house with the words "First Home Health" written over the outline.

Int. Cl.: 42

Prior U.S. Cls.: 100 and 101

United States Patent and Trademark Office

Reg. No. 1,778,183

Registered June 22, 1993

SERVICE MARK
PRINCIPAL REGISTER

PHARMATHERA, INC. (TENNESSEE CORPORATION)
1783 NONCONNAH BOULEVARD
SUITE 118
MEMPHIS, TN 38132

FOR: HOME AND INSTITUTIONAL HEALTH CARE SERVICES; NAMELY, TOTAL PARENTERAL NUTRITION THERAPY, ENTERAL NUTRITIONAL THERAPY, INTRAVENOUS PAIN MANAGEMENT THERAPY, HYDRATION THERAPY, HUMAN GROWTH HORMONE THERAPY, HEMOPHILIA THERAPY, INTRAVENOUS ANTIBIOTICS THERAPY, INTRAVENOUS ANTIPROTOZOALS THERAPY, INTRAVENOUS ANTIVIRALS THERAPY, INTRAVENOUS ANTIFUNGALS THERAPY, INTRAVENOUS GAMMA GLOBULIN THERAPY, TOCOLYTIC THERAPY, ENZYME REPLACEMENT THERAPY, INFERTILITY THERAPY, CHEMOTHERAPY, AND CARDIOVASCULAR THERAPY; NURSING SERVICES IN THE FIELD OF HOME HEALTH CARE; NAMELY, PATIENT ASSESSMENT, PLANNED TREATMENT DEVELOPMENT, INSTRUCTION TO

PATENTS REGARDING INFUSION THERAPY IN THE HOSPITAL OR IN THE HOME, INTRAVENOUS SITE ROTATION, BLOOD DRAWING, PSYCHOSOCIAL SUPPORT FOR PATIENTS AND FAMILIES, REPORTS TO PHYSICIANS, AND DRESSING CHANGES; LEASING DURABLE MEDICAL EQUIPMENT AND SUPPLIES FOR BOTH HOME AND INSTITUTIONAL USE; AND SUPPORT AND CONSULTING SERVICES FOR HOME HEALTH CARE SERVICES; NAMELY, COST EFFECTIVE DRUG DOSING CONSULTATIONS, COMPUTERIZED PHARMACOKINETIC CONSULTATIONS, DRUG MONOGRAPHS, DRUG INTERACTION CONSULTATIONS, TOTAL PARENTERAL NUTRITION COMPOUNDING AND CONSULTATIONS, DRUG COMPOUNDING AND CONSULTATIONS, PREPARING HARD COPY REPORTS TO PHYSICIANS AND STATE OF THE ART DRUG COMPOUNDING, IN CLASS 42 (U.S. CLS. 100 AND 101).

Schedule 6.1.16

TRADEMARK

REEL: 1882 FRAME: 0504

Int. Cl.: 5

Prior U.S. Cl.: 18

United States Patent and Trademark Office

Reg. No. 1,778,625

Registered June 29, 1993

TRADEMARK
PRINCIPAL REGISTER



PHARMATHERA, INC. (TENNESSEE CORPORATION)
1733 NONCONNAH BOULEVARD
SUITE 118
MEMPHIS, TN 38132

FOR: PHARMACEUTICAL PREPARATIONS CONSISTING OF PRESCRIPTION DRUGS DISTRIBUTED TO PATIENTS IN THEIR HOMES OR IN CLINICAL SETTINGS AND MEDICAL SOLUTIONS FOR INFUSION INTO A PATIENT; NAMELY, TOTAL PARENTERAL NUTRITIONAL SOLUTIONS; ENTERAL NUTRITIONAL SOLUTIONS, ANTIBIOTICS, ANTI-PROTOZOALS, ANTIVIRALS, ANTIFUNGALS, GAMMA GLOBULIN, SOLUTIONS FOR CHEMOTHERAPY, SOLUTIONS FOR CARDIOVAS-

CULAR THERAPY, SOLUTIONS FOR RESPIRATORY THERAPY, SOLUTIONS FOR HYDRATION THERAPY, SOLUTIONS FOR PAIN MANAGEMENT THERAPY, SOLUTIONS FOR TOCOLYTIC THERAPY, SOLUTIONS FOR ENZYME REPLACEMENT THERAPY, DRUGS FOR INFERTILITY THERAPY, AND HUMAN GROWTH HORMONES, IN CLASS 5 (U.S. CL. 18).

FIRST USE 7-30-1990. IN COMMERCE 7-30-1990.

SER. NO. 74-253,301, FILED 3-9-1992

MICHAEL HAMILTON, EXAMINING ATTORNEY

Int. Cl.: 36

Prior U.S. Cls.: 101 and 102



Reg. No. 1,811,083

United States Patent and Trademark Office

Registered Dec. 14, 1993

SERVICE MARK
PRINCIPAL REGISTER



PHARMATHERA, INC (TENNESSEE CORPO-
RATION)
1735 NONCONNAH BOULEVARD
SUITE 118
MEMPHIS, TN 38132

SUBMISSION OF CLAIMS, AND ACCEPTANCE
OF ASSIGNMENT OF BENEFITS, IN CLASS 36
(U.S. CLS. 101 AND 102)

FIRST USE 7-30-1990; IN COMMERCE
7-30-1990.

FOR: INSURANCE AND FINANCIAL SERV-
ICES RELATING TO REIMBURSEMENT OF
MEDICAL AND CARE MANAGEMENT EX-
PENDITURES; NAMELY, PROCESSING OF
CLAIMS, PREPARATION OF CLAIM FORMS.

SER. NO. 74-253,302, FILED 3-9-1992

MICHAEL HAMILTON, EXAMINING ATTOR-
NEY

TRADEMARK

REEL: 1882 FRAME: 0506

1,774,183

FIRST USE
7-10-1990

7-30-1990: IN COMMERCE

SER. NO 74-253,303, FILED 3-9-1992

MICHAEL HAMILTON, EXAMINING ATTOR.
NEY

TRADEMARK

REEL: 1882 FRAME: 0507



Nº 1555465

THE UNITED STATES OF AMERICA

CERTIFICATE OF REGISTRATION

This is to certify that the records of the Patent and Trademark Office show that an application was filed in said Office for registration of the Mark shown herein, a copy of said Mark and pertinent data from the Application being annexed hereto and made a part hereof.

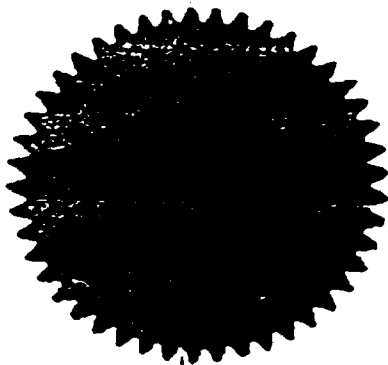
And there having been due compliance with the requirements of the law and with the regulations prescribed by the Commissioner of Patents and Trademarks,

Upon examination, it appeared that the applicant was entitled to have said Mark registered under the Trademark Act of 1946, and the said Mark has been duly registered this day in the Patent and Trademark Office on the

PRINCIPAL REGISTER

to the registrant named herein.

This registration shall remain in force for Twenty Years unless sooner terminated as provided by law.



In Testimony Whereof I have hereunto set my hand and caused the seal of the Patent and Trademark Office to be affixed this twelfth day of September, 1989.

Commissioner of Patents and Trademarks

Int. Cl.: 5

Prior U.S. Cl.: 18

Reg. No. 1,555,465

United States Patent and Trademark Office Registered Sep. 12, 1989

Int. Cl.: 5

Prior U.S. Cl.: 18

United States Patent and Trademark Office
Corrected

Reg. No. 1,555,465
Registered Sep. 12, 1989
OG Date Dec. 19, 1989

TRADEMARK
PRINCIPAL REGISTER

PHARMATHERA, INC.

CARDIOVASCULAR
RESPIRATORY
HYDRATION
PAIN MANAGE-
MENT GROWTH
HORMONES
COMMERCE

EXCLUSIVE
RIGHT FROM THE

1988

AMENDING AT-

PHARMATHERA, INC. (TENNESSEE
CORPORATION)
SUITE 118
1711 NONCONNAR BOULEVARD
MEMPHIS, TN 38122

NUTRITIONAL SOLUTIONS, ENTERAL
(NUTRITIONALSOLUTIONS), * NUTRI-
TIONAL SOLUTIONS, * ANTI-BIOTICS,
ANTI-PROTOZOALS, ANTI-VIRALS, AN-
TI-FUNGALS, GAMMA GLOBULIN, SO-
LUTIONS FOR CHEMOTHERAPY, SO-
LUTIONS FOR CARDIOVASCULAR
THERAPY, SOLUTIONS FOR RESPIRA-
TORY THERAPY, SOLUTIONS FOR HY-
DRATION THERAPY, SOLUTIONS FOR
PAIN MANAGEMENT THERAPY AND
HUMAN GROWTH HORMONES, IN
CLASS 5 (U.S. CL. 18).

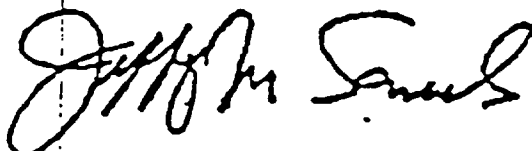
FIRST USE 9-1-1984; IN. COMMERCE
9-1-1984

SER. NO. 73-741331 FILED 12-19-1988

NO CLAIM IS MADE TO THE EXCLU-
SIVE RIGHT TO USE "INC.", APART
FROM THE MARK AS SHOWN.

FOR: PHARMACEUTICAL PREPARA-
TIONS CONSISTING OF PRESCRIPTION
DRUGS DISTRIBUTED TO PATIENTS
IN THEIR HOMES OR IN CLINICAL
SETTINGS AND MEDICAL SOLUTIONS
FOR INFUSION INTO A PATIENT
NAMELY TOTAL PARENTERAL NU-

In testimony whereof I have hereunto set my hand
and caused the seal of The Patent and Trademark
Office to be affixed on Dec. 19, 1989.



COMMISSIONER OF PATENTS AND TRADEMARKS

TRADEMARK

REEL 1882 FRAME 0509

Int. Cl.: 5

Prior U.S. Cl.: 18

Reg. No. 1,555,465

United States Patent and Trademark Office

Registered Sep. 12, 1989

TRADEMARK
PRINCIPAL REGISTER

PHARMATHERA, INC.

PHARMATHERA, INC. (TENNESSEE CORPORATION)
SUITE 118
1785 NONCONNAH BOULEVARD
MEMPHIS, TN 38132

FOR: PHARMACEUTICAL PREPARATIONS CONSISTING OF PRESCRIPTION DRUGS DISTRIBUTED TO PATIENTS IN THEIR HOMES OR IN CLINICAL SETTINGS AND MEDICAL SOLUTIONS FOR INFUSION INTO A PATIENT NAMELY TOTAL PARENTERAL NUTRITIONAL SOLUTIONS, ENTERAL NUTRITIONAL SOLUTIONS, ANTIBIOTICS, ANTIPROTOZOALS, ANTIVIRALS, ANTIFUNGALS, GAMMA GLOBULIN, SOLUTIONS FOR CHEMOTHERA-

PY, SOLUTIONS FOR CARDIOVASCULAR THERAPY, SOLUTIONS FOR RESPIRATORY THERAPY, SOLUTIONS FOR HYDRATION THERAPY, SOLUTIONS FOR PAIN MANAGEMENT THERAPY AND HUMAN GROWTH HORMONES, IN CLASS 5 (U.S. CL. 18).

FIRST USE 9-1-1988; IN COMMERCE 9-1-1988.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INC.", APART FROM THE MARK AS SHOWN.

SER. NO. 769,355, FILED 12-15-1988.

MARY KAY McDONALD, EXAMINING ATTORNEY

Int. Cl.: 42

Prior U.S. Cl.: 100

United States Patent and Trademark Office

Reg. No. 1,565,182

Registered Nov. 7, 1989

SERVICE MARK
PRINCIPAL REGISTER

PHARMATHERA, INC.

PHARMATHERA, INC. (TENNESSEE CORPORATION)
SUITE 115
1785 NONCONNAH BOULEVARD
MEMPHIS, TN 38132

FOR: HOME AND INSTITUTIONAL HEALTH CARE SERVICES, NAMELY TOTAL PARENTERAL NUTRITIONAL THERAPY, ENTERAL NUTRITIONAL THERAPY, INTRAVENOUS PAIN MANAGEMENT THERAPY, HYDRATION THERAPY, HUMAN GROWTH HORMONE THERAPY, HEMOPHILIA THERAPY, INTRAVENOUS ANTIBIOTICS THERAPY, INTRAVENOUS ANTIPROTOZOALS THERAPY, INTRAVENOUS ANTIVIRALS THERAPY, INTRAVENOUS ANTIFUNGALS THERAPY, INTRAVENOUS GAMMA GLOBULIN THERAPY, CHEMOTHERAPY AND CARDIOVASCULAR THERAPY; NURSING SERVICES IN THE FIELD OF HOME HEALTH CARE, NAMELY PATIENT ASSESSMENT, PLANNED TREATMENT DEVELOPMENT, INSTRUCTION TO PATIENTS REGARDING INFUSION THERAPY IN THE HOSPITAL OR THE HOME, INTRAVENOUS SITE ROTATION, BLOOD DRAWING, PSYCHOSOCIAL SUPPORT FOR PATIENTS AND FAMILIES, PREP-

ARATION OF REPORTS TO PHYSICIANS, AND DRESSING CHANGES; LEASING DURABLE MEDICAL EQUIPMENT AND SUPPLIES FOR BOTH HOME AND INSTITUTIONAL USE; AND SUPPORT AND CONSULTING SERVICES FOR HOME HEALTH CARE SERVICES, NAMELY COST EFFECTIVE DRUG DOSING CONSULTATIONS, COMPUTERIZED PHARMACOKINETIC CONSULTATIONS, DRUG MONOGRAPHS, DRUG INTERACTION CONSULTATIONS, TOTAL PARENTERAL NUTRITION COMPOUNDING AND CONSULTATIONS, DRUG COMPOUNDING AND CONSULTATIONS, PREPARING HARD COPY REPORTS TO PHYSICIANS AND STATE OF THE ART DRUG COMPOUNDING, IN CLASS 42 (U.S. CL. 100).

FIRST USE 9-1-1988; IN COMMERCE 9-1-1988.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INC.", APART FROM THE MARK AS SHOWN.

SER. NO. 763,804, FILED 12-12-1988.

MARY KAY MCDONALD, EXAMINING ATTORNEY

Int. Cl.: 36



Prior U.S. Cls.: 101 and 102

United States Patent and Trademark Office

Reg. No. 1,556,092

Registered Sep. 12, 1989

SERVICE MARK
PRINCIPAL REGISTER

PHARMATHERA, INC.

PHARMATHERA, INC. (TENNESSEE CORPORATION)
SUITE 113
1785 NONCONNAH BOULEVARD
MEMPHIS, TN 38132

FOR: INSURANCE AND FINANCIAL SERVICES RELATING TO REIMBURSEMENT OF MEDICAL EXPENDITURES, NAMELY PROCESSING OF CLAIMS, PREPARATION OF CLAIM FORMS, SUBMISSION OF CLAIMS, AND ACCEPTANCE OF ASSIGNMENT OF

BENEFITS, IN CLASS 36 (U.S. CLS. 101 AND 102).

FIRST USE 9-1-1933; IN COMMERCE 9-1-1933.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "INC.", APART FROM THE MARK AS SHOWN.

SER. NO. 763,813, FILED 12-12-1933.

MARY KAY MCDONALD, EXAMINING ATTORNEY

SCHEDULE C
to Trademark Copyright and License Assignment

LICENSES

See Attachments.

LICENSES
3/2/99

BRANCH

PHARMATHERA, INC.

PTI - MEMPHIS
1785 NONCONNAH BLVD.
SUITES 118 & 120
MEMPHIS, TN 38132

PTI - JACKSON, TN
42-B VOLUNTEER BLVD.
JACKSON, TN 38305

PTI - NASHVILLE
1410 DONELSON PIKE,
SUITE B-3

PTI - JACKSON, MS
2001 AIRPORT RD.
SUITE 305
JACKSON, MS 39208

PTI - LITTLE ROCK
400 HARDIN RD.
SUITE 170
LITTLE ROCK, AR 72211

PTI - ATLANTA
425 FRANKLIN RD.
SUITE 530 B
MARIETTA, GA 30067

PTI - DALLAS
1201 WEST NORTH
CARRIER PARKWAY, #104
GRAND PRAIRIE, TX 75050

COOK CHILDREN'S
HOME HEALTH
1522 PENNSYLVANIA AVE.
FORT WORTH, TX 76104

BRANCH	PHARMACY LICENSE		DEA CERTIFICATE		OUT OF STATE PHARMACY LICENSE		STATE CONTROLLED SUBSTANCES LICENSE/REGISTRATION		BUSINESS LICENSE		
	ST	#	#	EXP	ST	#	ST	#	CITY/COUNTY	#	EXP
PTI - MEMPHIS 1785 NONCONNAH BLVD. SUITES 118 & 120 MEMPHIS, TN 38132	TN	0000001515	BP1520407	3/31/2000	AR	X-01188	LA	C003025	MEMPHIS / SHELBY CO.	G 980617011	4/1/99
					KY	TN221					
					LA	3025					
					MO	P500G441					
					MS	0291G-031PM					
PTI - JACKSON, TN 42-B VOLUNTEER BLVD. JACKSON, TN 38305					TX	1-4766					
	TN	0000002196	BP2481315	3/31/99	VA	0214000287			JACKSON MADISON CO.	5595 6294	3/31/99 3/31/99
PTI - NASHVILLE 1410 DONELSON PIKE, SUITE B-3					MS	03486-09PJ					
	TN	0000001879	BP1524683	3/31/2000	KY	TN307			NASHVILLE / DAVIDSON CO.	39251	3/31/99
PTI - JACKSON, MS 2001 AIRPORT RD. SUITE 305 JACKSON, MS 39208					LA	2-100					
	MS	02087-02PJ	BP1599767	3/31/2000			MS	CS-02087-02PJ	FLOWOOD	7230	12/31/2000 9/30/99
PTI - LITTLE ROCK 400 HARDIN RD. SUITE 170 LITTLE ROCK, AR 72211							LA	C002400			
	AR	04-18245	BP3881023	3/31/2000					LITTLE ROCK	122741 6	12/31/99
PTI - ATLANTA 425 FRANKLIN RD. SUITE 530 B MARIETTA, GA 30067											
	GA	007507	BP3743691	3/31/99					MARIETTA	9899722 738910	12/31/98
PTI - DALLAS 1201 WEST NORTH CARRIER PARKWAY, #104 GRAND PRAIRIE, TX 75050											
	TX	18337	BP5548485	3/31/2000			TX	F0103038			7/31/99
COOK CHILDREN'S HOME HEALTH 1522 PENNSYLVANIA AVE. FORT WORTH, TX 76104											
	TX	15564	BT3051258	11/30/99			TX	K0086779			2/28/2000