

FORM PTO-1618A

Expires 06/30/99

OMB 0671-0027

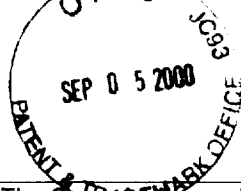
09-22-2000



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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

9-500



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 License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

2702813

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

Citizenship/State of Incorporation/Organization

09/21/2000 MTHA11

00000389 2202813

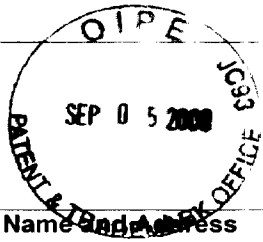
FOR OFFICE USE ONLY

01 FC:401
02 FC:402

40.00 OP
25.00 OP

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

TRADEMARK
REEL: 002144 FRAME: 0404



Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)		
<input type="text" value="2,202,813"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="2,028,756"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number #

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.

Dara F. McLeod 

Name of Person Signing Signature Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made this 3rd day of April, 2000, by and between Achieving Better Control, Inc., a Pennsylvania corporation, with its principal place of business at 25 Washington Lane, Wyncote House, Suite 4A, Wyncote, Pennsylvania 19095 ("Assignor"), and CorSolutions, Inc., a Pennsylvania corporation, with its principal place of business at 1371A Abbott Court, Buffalo Grove, Illinois 60089 ("Assignee").

WHEREAS, Assignor and Assignee have agreed to enter into an Asset Purchase Agreement dated April 3, 2000 (the "Asset Purchase Agreement") between Assignor, Assignee, Ralin Medical, Inc., a Delaware corporation, and Sandra Muchnick providing for the purchase by Assignee of certain assets owned by Assignor more fully described in the Asset Purchase Agreement;

WHEREAS, Assignor has adopted, used and is the owner of the marks ABC DIABETES PROGRAM and ACHIEVING BETTER CONTROL and Design, including U.S. Registration Nos. 2,202,813 and 2,028,756, both of which are used in connection with educational services, namely conducting instruction in the field of diabetes self-management ("the Marks");

WHEREAS, Assignee wishes to acquire Assignor's right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks together with the

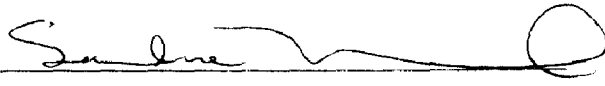
goodwill of the business in connection with which the Marks are used, including the subject matter of all claims, royalties and payments that may be obtained therefrom for Assignor's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment had not been made, and together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor agrees to execute all papers and to perform such other acts as Assignee, its successors and assigns may deem reasonably necessary to secure Assignee, its successors, or assigns, or to evidence the rights hereby transferred.

Assignor authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT AGREEMENT to be duly executed on the date first above written.

ACHIEVING BETTER CONTROL, INC.

By: 
Name: Sandra Michnick
Title: President

CORSOLUTIONS, INC.

By: _____
Name: _____
Title: _____

goodwill of the business in connection with which the Marks are used, including the subject matter of all claims, royalties and payments that may be obtained therefrom for Assignor's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment had not been made, and together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor agrees to execute all papers and to perform such other acts as Assignee, its successors and assigns may deem reasonably necessary to secure Assignee, its successors, or assigns, or to evidence the rights hereby transferred.

Assignor authorizes and requests the Assistant Commissioner for Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT AGREEMENT to be duly executed on the date first above written.

ACHIEVING BETTER CONTROL, INC.

By: _____

Name: _____

Title: _____

CORSOLUTIONS, INC.

By: *Peter Smith*

Name: Peter Smith

Title: CEO



State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CORSOLUTIONS INC." A PENNSYLVANIA CORPORATION,
WITH AND INTO "CORSOLUTIONS INC." UNDER THE NAME OF
"CORSOLUTIONS INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS
OFFICE THE FIRST DAY OF JUNE, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel, Secretary of State

3210527 8100M

001277564

AUTHENTICATION: 0472722

DATE: 06-01-00

TRADEMARK
REEL: 002144 FRAME: 0409

CERTIFICATE OF MERGER
OF
CORSOLUTIONS INC.
(a Pennsylvania corporation)
INTO
CORSOLUTIONS INC.
(a Delaware corporation)



The undersigned company organized and existing under and by virtue of the Delaware General Corporation Law,

DOES HEREBY CERTIFY:

FIRST: That the name and state of formation of each of the constituent companies of the merger is as follows:

<u>Name</u>	<u>State of Incorporation</u>
CorSolutions Inc.	Pennsylvania
CorSolutions Inc.	Delaware

SECOND: That an agreement and plan of merger between the parties to the merger has been adopted, approved, certified, executed and acknowledged by each of the constituent companies in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware.

THIRD: That the name of the surviving company of the merger is **CorSolutions Inc.**, a Delaware corporation.

FOURTH: That the authorized stock for the non-surviving corporation is one thousand (1,000) shares of common stock, no par value.

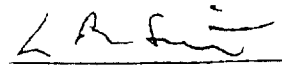
FIFTH: The effective date of the merger shall be the date of filing of this Certificate of Merger.

SIXTH: That the executed agreement and plan of merger is on file at the principal place of business of the surviving corporation. The address of the principal place of business of the surviving corporation is 1371A Abbott Court, Buffalo Grove, IL 60089.

SEVENTH: That a copy of the agreement and plan of merger will be furnished by the surviving corporation, on request and without cost to any stockholder of any constituent corporation.

Dated: May 31, 2000

CORSOLUTIONS INC.
(a Delaware corporation)



L. Peter Smith, President