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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Carewide, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Pennsylvania
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Amicore, Inc.

Internal

Address: _____

Street Address: 675 Third Avenue

City: New York State: NY Zip: 10177

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s): 2

A. Trademark Application No.(s) 0

B. Trademark Registration No.(s)

2,338,605

2,436,824

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Philip D. Mitchell

Internal Address: Epstein Becker & Green, P.C.

04/12/2002 TDIAZ1 00000014 2338605

01 FC:481 40.00 OP
02 FC:482 25.00 OP

Street Address: 250 Park Avenue

City: New York State: NY Zip: 10177

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Philip D. Mitchell

Name of Person Signing

Philip D. Mitchell
Signature

3.26.02

Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002480 FRAME: 0781

TRADEMARK ASSIGNMENT

This Assignment is dated as of March 21, 2002 by Carewide, Inc., a Pennsylvania corporation, located at 905 West Valley Road, Suite 302, Wayne, Pennsylvania 19087 (the "Assignor"), for the benefit of Amicore, Inc., a Delaware corporation, located at 675 Third Avenue, New York, New York 10017 (the "Assignee")

WHEREAS, pursuant to that certain Asset Purchase Agreement dated March 21, 2002 between Assignee and Assignor (the "Agreement"), Assignor agrees to assign to Assignee, or its designee, its entire rights, title, and interests in and to the following Trademark Registrations (the "Trademarks"), along with any goodwill associated therewith, as owner therein by assignment from VentureTech, Inc.:

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
CAREWIDE	2,338,605	April 4, 2000
CAREWIDE.COM	2,436,824	March 30, 2001

and

WHEREAS, Assignee desires to acquire and accept all of Assignor's right, title and interest in and to the Trademark and the goodwill associated therewith.;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

Assignor hereby irrevocably assigns, transfers, delivers and conveys to Assignee all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated therewith, and the applications and registrations therefor, including the right to sue for past infringement, if there may be any;

The parties hereto shall cooperate fully with each other in any action required to be taken to fulfill their respective obligations hereunder, including, without limitation, the execution and delivery of any and all other instruments and papers that taking of any and all additional actions which either party reasonably requests from time to time to effectuate the purposes and intent of the transactions provided for herein and otherwise to consolidate, vest and record in Assignee, full and complete ownership of the Trademarks, including, without limitation, Assignee being responsible for the filing with the Patent and Trademark Office all appropriate documentation to record Assignee as the owner of the Federal registrations described above;

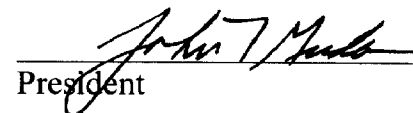
This Assignment and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania;

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; and

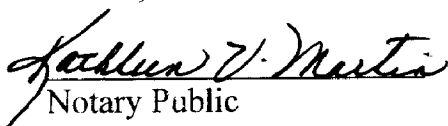
This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

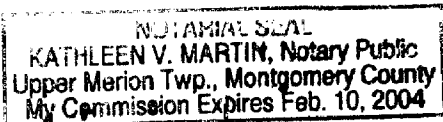
IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first written above.

CAREWIDE, INC.

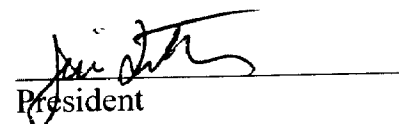
By: 
President

Sworn to and Subscribed
before me this 21st day of
March, 2002.

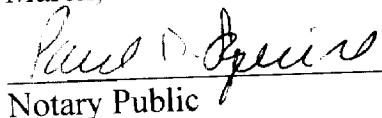

Notary Public



AMICORE, INC.

By: 
President

Sworn to and Subscribed
before me this 21st day of
March, 2002.


Notary Public

PAUL D. SQUIRE
Notary Public, State of New York
No. 02SQ6062136
Qualified in New York County
Commission Expires July 30, 2005