

| | | |
|---|---|------------------------------------|
| FORM PTO-1594 (Modified) (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Copyright 1994-97 LegalStar TM05/REV03 | RECORDATION FORM COVER SHEET TRADEMARKS / SERVICE MARKS ONLY | Docket No.: 023140.41535 |
|---|---|------------------------------------|

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

| | |
|---|---|
| <p>1. Name of conveying party(ies): <u>Hemophilia Resources of America, Inc.</u></p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>New Jersey</u> <input type="checkbox"/> Other _____ </p> <p>Additional names(s) of conveying party(ies) <input type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>2. Name and address of receiving party(ies):</p> <p>Name: <u>Hemophilia Health Services, Inc.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>1640 Century Center Parkway, Ste. 101</u></p> <p>City: <u>Memphis</u> State: <u>TN</u> ZIP: <u>38134</u></p> <p> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ </p> <p>If assignee is not domiciled in the United States, a domestic designation is <input type="checkbox"/> Yes <input type="checkbox"/> N (Designations must be a separate document from Additional name(s) & address(es) <input type="checkbox"/> Yes <input type="checkbox"/> N</p> |
| <p>3. Nature of conveyance:</p> <p> <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ </p> <p>Execution Date: <u>June 4, 2004</u></p> | |

| | |
|--|---|
| <p>4. Application number(s) or registration numbers(s):</p> <p>A. Trademark / Service Mark Application No.(s) <u>78/373,104</u> <u>78/373,112</u></p> <p style="text-align: right;">Additional numbers</p> | <p>B. Trademark / Service Mark Registration No.(s)</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> |
|--|---|

| | |
|--|--|
| <p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>James D. Montgomery</u></p> <p>Internal Address: _____</p> <p><u>Butler, Snow, O'Mara, Stevans & Cannada PLLC</u></p> <p><u>Suite 500</u></p> <p>Street Address: <u>6075 Poplar Avenue</u></p> <p>City: <u>Memphis</u> State: <u>TN</u> ZIP: <u>38119</u></p> | <p>6. Total number of applications and registrations involved:..... 2</p> <p>7. Total fee (37 CFR 3.41):.....\$ <u>\$65.00</u></p> <p> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account </p> <p>8. Deposit account number:</p> <p><u>50-0858</u></p> |
|--|--|

DO NOT USE THIS SPACE

| | |
|--|---|
| <p>9. Statement and signature. <i>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.</i></p> <p><u>James D. Montgomery</u> Name of Person Signing</p> <p style="text-align: center;"><i>James D. Montgomery</i> Signature</p> <p style="text-align: right;"> 9 </p> | <p><u>March 24, 2005</u> Date</p> <p style="text-align: center;">Total number of pages including cover sheet, attachments, and</p> |
|--|---|

C.H. \$65.00 500858 78373104

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of June 4, 2004 (this "Agreement") by and among Hemophilia Health Services, Inc., a Delaware corporation ("Parent"), HHS Merger Corp., a Tennessee corporation ("Acquisition Subsidiary") and a wholly owned subsidiary of the Parent, HRA Holding Corp., a New Jersey corporation (the "Company"), and those shareholders of the Company listed on the signature pages hereto (the "Shareholders").

WITNESSETH:

WHEREAS, Hemophilia Resources of America, Inc. ("HRA"), a New Jersey corporation, is a wholly-owned subsidiary of the Company;

WHEREAS, HRA is engaged in the business (the "Business") of providing comprehensive services for the treatment and management of hemophilia;

WHEREAS, the Company engaged an investment banking firm to solicit offers to acquire the Company and, as a result of a structured auction process, the Company, with the assistance of its investment banker, has chosen Parent from among several interested parties to acquire the Company;

WHEREAS, Acquisition Subsidiary desires to merge with and into the Company and the Company desires to merge with Acquisition Subsidiary, upon the terms and subject to the conditions set forth herein, whereby each issued and outstanding share of common stock, no par value per share, of the Company (the "Company Common Stock") and each issued and outstanding share of preferred stock, par value \$.01 per share, of the Company (the "Company Preferred Stock"), together with the Company Common Stock, the "Company Capital Stock") will be converted into cash and each outstanding option or similar right to purchase shares of Company Capital Stock (a "Company Stock Right") will be canceled and the holders thereof will receive cash, in such amounts, in such proportion and in such manner as hereinafter described;

WHEREAS, the Boards of Directors of the Company, Parent and Acquisition Subsidiary have each (i) determined that the Merger (as defined in Section 1.01) is advisable, fair and in the best interests of their respective shareholders and (ii) approved the Merger upon the terms and subject to the conditions set forth in this Agreement;

WHEREAS, Parent, as the sole shareholder of Acquisition Subsidiary, has approved this Agreement, the Merger and the transactions contemplated by this Agreement;

WHEREAS, this Agreement and the Merger have been approved by the affirmative vote of holders of at least a majority of the outstanding shares of Voting Common Stock, Series A Preferred Stock and Series B Preferred Stock voting together as a single class and by a majority of the outstanding shares of Voting Common Stock, Series A Preferred Stock and Series B Preferred Stock each voting separately as a single class (collectively, the "Requisite Vote"), which vote has occurred on the date hereof by means of a written consent in accordance with Section 14A:5-6 of the NJBCA with notice to all other holders of Voting Common Stock, Series A Preferred Stock and Series B Preferred Stock to be sent to such holders in accordance with Section 14A:5-6 of the NJBCA as described in Section 6.12 hereof; and

TRADEMARK

REEL: 003074 FRAME: 0292

WHEREAS, concurrent with the execution of this Agreement, (i) Mr. Scudiery has agreed to terminate his existing employment agreement and has entered into a consulting agreement with Parent, (ii) Messrs. Scudiery, Gleason, Smith and Bernocchi have entered into non-competition agreements with Parent, (iii) Messrs. Smith and Bernocchi have agreed to terminate their existing employment agreements and have entered into new employment agreements with the Company, and (iv) certain other employees of the Company or HRA have entered into non-competition agreements with the Company or HRA, respectively, all of which will become effective only if and when the Effective Time shall occur.

NOW THEREFORE, in consideration of the promises and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

THE MERGER

SECTION 1.01. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, and in accordance with the NJBCA, Acquisition Subsidiary shall be merged with and into the Company at the Effective Time (as defined in Section 1.02) (the "Merger"). At the Effective Time, the separate corporate existence of Acquisition Subsidiary shall cease and the Company shall continue as the surviving corporation (the "Surviving Corporation") and shall succeed to and assume all the rights and obligations of Acquisition Subsidiary in accordance with the NJBCA.

SECTION 1.02. Effective Time. The parties shall prepare, execute and deliver a certificate of merger and/or other appropriate documents (in any such case, the "Certificate of Merger") in accordance with the relevant provisions of the NJBCA and file same with the Secretary of State of the State of New Jersey. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of New Jersey or at such subsequent time or date as Parent and the Company shall agree and specify in the Certificate of Merger (the "Effective Time").

SECTION 1.03. Effects of the Merger. At and after the Effective Time, the Surviving Corporation shall possess all the rights, privileges, powers, immunities, purposes and franchises, both public and private, of each of the Company and Acquisition Subsidiary; all real property and personal property, tangible and intangible, of every kind and description, belonging to each of the Company and the Acquisition Subsidiary without further act or deed and the title to any real estate, or any interest therein, vested in the Company or Acquisition Subsidiary shall not revert or be in any way impaired by reason of the Merger; the Surviving Corporation shall be liable for all the obligations and liabilities of each of the Company and Acquisition Subsidiary; any claim existing or action or proceeding pending by or against the Company or Acquisition Subsidiary may be enforced as if the Merger had not taken place; and neither the rights of creditors nor any liens upon, or security interests in, the property of either the Company or Acquisition Subsidiary shall be impaired by the Merger.

SECTION 4.12. Intellectual Property Rights.

(a) Each of the Company and HRA owns, or is validly licensed or otherwise has the right to use all patents, patent applications, trademarks, trademark rights, trade names, trade name rights, domain names, service marks, service mark rights, copyrights, technical know-how and other proprietary intellectual property rights and computer programs (collectively, "Intellectual Property Rights") which are material to the Business, taken as a whole, all of which are listed on Schedule 4.12.

(b) No claims are pending or, to the Company's Knowledge, threatened that the Company or HRA is infringing (including with respect to the manufacture, use or sale by the Company or HRA of their respective commercial products) any material right of any person with regard to any Intellectual Property Right. As of the date of this Agreement, to the Knowledge of the Company, no person or persons are infringing any material right of the Company or HRA with respect to any Intellectual Property Right.

(c) No claims are pending or, to the Company's Knowledge, threatened with regard to the ownership by the Company or HRA of any of their respective material Intellectual Property Rights.

SECTION 4.13. Licenses. Schedule 4.13 is a true and complete list of all licenses, notifications, permits, franchises, certificates, approvals, exemptions, classifications, registrations and other similar documents and authorizations, and applications therefor held by and necessary for the conduct of the operations of the Company and HRA (including those necessary for the Company and HRA to receive reimbursement from the Medicare program, Medicaid program or other federal health care programs or state health care programs) and issued by, or submitted by the Company or HRA to, any Governmental Entity or other Person (collectively, the "Licenses"). Each of the Company and HRA owns or possesses all of the Licenses which are necessary or required to enable it to carry on its operations in the manner conducted by them. All Licenses are valid, binding, and in full force and effect. No License has been revoked, conditioned or restricted, nor have the Company or HRA received any notice of any pending action or recommendation to do any of the foregoing. Except as set forth in Schedule 4.13, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not adversely affect any License.

SECTION 4.14. Title to Assets.

(a) Each of the Company and HRA has good and marketable title to, or valid leasehold interests in, all its properties and other assets it purports to own. Except as set forth in Schedule 4.14(a), all such properties and other assets, other than properties and other assets in which the Company or HRA has a leasehold interest, are free and clear of all Liens. The Company and HRA hold all rights, properties and assets that are necessary to permit the Surviving Corporation to continue the business and operations of the Company and HRA after the Effective Time in a manner consistent with past practice.

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

ACQUISITION SUBSIDIARY:

HHS MERGER CORP.

By: Thomas W Bell Jr
Name: Thomas W Bell Jr
Title: President

PARENT:

HEMOPHILIA HEALTH SERVICES, INC.

By: Thomas W Bell Jr
Name: Thomas W Bell Jr
Title: Sr Vice Pres.

COMPANY:

HRA HOLDING CORP.

By: _____
Name:
Title:

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

ACQUISITION SUBSIDIARY:

HHS MERGER CORP.

By: _____
Name:
Title:

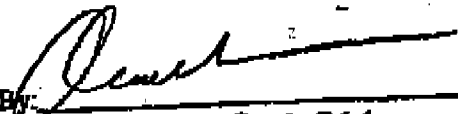
PARENT:

HEMOPHILIA HEALTH SERVICES, INC.

By: _____
Name:
Title:

COMPANY:

HRA HOLDING CORP.

By: 
Name: *Mark Scipione*
Title: *PRESIDENT & CEO*

SIGNATURE PAGE TO AGREEMENT AND PLAN OF MERGER

COMPANY DISCLOSURE SCHEDULES

The following are the Company Disclosure Schedules (the "Schedules") to the AGREEMENT AND PLAN OF MERGER dated as of June 4, 2004 (this "Agreement") by and among Hemophilia Health Services, Inc., a Tennessee corporation ("Parent"), HHS Merger Corp., a New Jersey corporation ("Acquisition Subsidiary") and a wholly owned subsidiary of the Parent, HRA Holding Corp., a New Jersey corporation (the "Company"), and the shareholders of the Company listed on the signature pages thereto (the "Shareholders").

These Schedules are qualified in their entirety by reference to specific provisions of the Agreement. Nothing in these Schedules shall create a covenant on the part of the Company or constitute an admission of any liability or obligation of the Company or the subsidiaries of the Company to any third party, an admission against any of their interests or an acknowledgment that any matter disclosed in the Schedules is required to be disclosed. Matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected in the Schedules. Any disclosures made under the heading of one section of these Schedules shall apply to and/or qualify as disclosures made under one or more other sections of these Schedules to the extent the applicability to such other sections is readily apparent from the substance of the disclosure.

To the extent these Schedules provide descriptions or summaries of documents or instruments, or the terms thereof, such descriptions or summaries are not necessarily complete but are meant to identify certain documents and instruments which should be reviewed by the Parent and Acquisition Subsidiary for their complete terms and contents.

Capitalized terms used herein and not otherwise defined have the respective meanings ascribed to them in the Agreement.

SCHEDULE 4.12**Intellectual Property Rights****Pending Copyright Applications:**

| | |
|------------------------------------|--------------------|
| Infusion Time | Submitted 12/1/03 |
| My Brother is Getting a New Port | Submitted 3/12/04 |
| If You Wear a MedicAlert® | Submitted 3/15/04 |
| I Have Hemophilia and I am Special | Submitted 12/10/03 |
| I Have vWD and I am Special | Submitted 12/10/03 |

Pending Trademark Applications:

| | |
|---|-------------------|
| Karing for Kids™ Innovative Learning (logo and words) | Submitted 2/24/04 |
| Karing for Kids™ (words only) | Submitted 2/24/04 |

Additional Intellectual Property:

The following may have common-law Trademarks or Copyrights.

Karing for Kids™ items

- Workshop Activities
- Five Little Factor Bottles Poem
- Family Educational Resources
- PARENTLine™
- Learn About Hemophilia CD-Rom and Coloring Book
- Back to School Binder
- Parent PowerPoint Presentation
- K4K Resources and Services Binder

Dom the Domino (in all his incarnations)

Clinical Management Process (Flow Chart)

Clinical Management Process Narrative

Clinical Assessment Form

Medication Profile Form

Home Environment Assessment Form

Plan of Care Problems Form

Plan of Care Form

New Client Admission Checklist

Client Reassessment Criteria

Clinical Pathways Overview

- Clinical Pathway #1
- Clinical Pathway #2
- Clinical Pathway #3
- Clinical Pathway #4

Adult Infusion Log

Pediatric Infusion Logs

- Boy Hemophilia
- Girl Hemophilia
- Boy vWD
- Girl vWD

Infusion Log Educational Piece

Case Summary Report

- Case Summary Report Pathway #1
- Case Summary Report Pathway #2
- Case Summary Report Pathway #3
- Case Summary Report Pathway #4

Aggregate Outcomes Summary

Disease Management Tool Kit

Quick Facts for Educators

What is Hemophilia? (Fact Sheet)

What is vonWillebrand's Disease? (Fact Sheet)

Disease Management CEU Presentation

Revised LensCard Sell Sheet

AutoVisor Sell Sheet

Travel Pack Sell Sheet

Other Factors

Life Factors