

TO: KARL L. LARSON COMPANY: GARDERE WYNNE SEWELL LLP

05-20-2009



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5/14/09

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Pharmacology Associates, LLC		04/15/2009	LIMITED LIABILITY COMPANY: WISCONSIN

RECEIVING PARTY DATA

Name:	WM Healthcare Solutions, Inc.
Street Address:	1001 Fannin, Suite 4000
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3130206	PHARMACOECOLOGIST
Registration Number:	3130207	PHARMACOECOLOGY
Registration Number:	3050050	PHARME
Registration Number:	3023835	PHARME HAZARDOUS
Registration Number:	2967377	PHARMECOLOGIST
Registration Number:	2572093	PHARMECOLOGY

OP \$165.00 3130206

CORRESPONDENCE DATA

Fax Number: (214)999-3623  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2149994582  
 Email: ip@gardere.com  
 Correspondent Name: Karl L. Larson  
 Address Line 1: Gardere Wynne Sewell LLP  
 Address Line 2: 1601 Elm St., 29th Floor  
 Address Line 4: Dallas, TEXAS 75201

TO: KARL L. LARSON COMPANY: GARDERE WYNNE SEWELL LLP

ATTORNEY DOCKET NUMBER:	127379-3000 KLL/SEL
NAME OF SUBMITTER:	Karl L. Larson
Signature:	/Karl L. Larson/
Date:	05/14/2009
Total Attachments: 5 source=trademark#page1.tif source=trademark#page2.tif source=trademark#page3.tif source=trademark#page4.tif source=trademark#page5.tif	

## TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter "**Agreement**") made effective April 15, 2009 (the "**Effective Date**") is by and between Pharmecology Associates, LLC, a Wisconsin limited liability company, having its principal place of business at 12229 W. North Avenue, Suite 2, Wauwatosa, WI 53226 ("**ASSIGNOR**"), and WM Healthcare Solutions, Inc., a Delaware corporation, having its principal place of business at 1001 Fannin, Suite 4000, Houston, TX 77002 ("**ASSIGNEE**").

### WITNESSETH:

**WHEREAS**, ASSIGNOR, ASSIGNEE and the other parties thereto have executed an Asset Purchase Agreement dated as of April 8, 2009 relating, in part, to the assets described in this Agreement;

**WHEREAS**, ASSIGNOR represents in the Asset Purchase Agreement that it is the owner of certain rights, title and interests in and to the trademarks listed on **SCHEDULE A** attached hereto and made a part hereof and the goodwill associated therewith (the "**Trademarks**"); and

**WHEREAS**, in connection with that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2009, between ASSIGNOR, ASSIGNEE, and the other parties thereto, ASSIGNOR has agreed to assign to ASSIGNEE its entire right, title and interest in and to the Trademarks, together with the goodwill of the business in connection with which the Trademarks are used by ASSIGNOR and which is symbolized by the Trademarks.

**WHEREAS**, in connection with that certain Asset Purchase Agreement dated as of \_\_\_\_\_, 2009, ASSIGNEE desires to obtain ASSIGNOR's entire right, title and interest in and to said Trademarks, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks.

**NOW, THEREFORE**, in consideration of the mutual promises herein contained and for other good and valuable consideration the receipt of which is hereby acknowledged, it is hereby agreed as follows:

### TERMS

**Assignment.** ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE all of its right, title and interest in and to the Trademarks, together with the goodwill associated therewith of ASSIGNOR to such Trademarks, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all causes of action, either in law or in equity for past, present or future infringement of said Trademarks; and in and to all rights corresponding to the foregoing throughout the world.

**Further Assurances.** Each party shall execute such additional documents and take such other actions as the other party or parties may reasonably request to consummate the transactions contemplated hereby and otherwise, whether prior to, on or after the Closing (as

defined in the Asset Purchase Agreement), as may be necessary to effectively carry out the terms and provisions of this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts (including by means of facsimile or email), any one of which need not contain the signatures of more than one party but all of which taken together shall constitute one and the same Agreement.

Conflict of Agreements. In the event of any conflict or inconsistency between the terms, conditions, rights, responsibilities or the like of this Agreement and the Asset Purchase Agreement, then it shall be the Asset Purchase Agreement which controls.

**IN WITNESS WHEREOF,** the parties hereto have caused this instrument to be duly executed to be effective as of the Effective Date.

**ASSIGNOR:**

**Pharmecology Associates, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**ASSIGNEE:**

**WM Healthcare Solutions, Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**TRADEMARK**

**REEL: 003993 FRAME: 0628**

ASSIGNOR:

PharmEcology Associates, LLC

By: Charlotte A. Smith

Name: CHARLOTTE A. SMITH

Title: PRESIDENT

Date: APRIL 15, 2009

THE STATE OF WISCONSIN §  
  §  
COUNTY OF MILWAUKEE §

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Charlotte A. Smith, President and Manager of the ASSIGNOR named in the forgoing Agreement, and acknowledged that she executed the foregoing Agreement on behalf of said ASSIGNOR and pursuant to authority duly received.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of April, 2009.

[SEAL] Julia E. Smith  
NOTARY PUBLIC, STATE OF WISCONSIN  
My commission is permanent.

**ASSIGNEE**  
WM HEALTHCARE SOLUTIONS, INC., a  
Delaware corporation

By: Ronald E. Pires

Name: RONALD E. PIRES

Title: PRESIDENT

Date: April 15, 2009

*Signature Page to Trademark Assignment*

SCHEDULE A

TRADEMARKS

No.	Mark	Trademark No.	Application No.	Filing Date	Registration Date	Goods	Country
1	PHARMACOELOGIST	3,130,206	76/381,840	3/14/2002	8/15/2006	Class 40: Consulting Services in the Field of Waste Management	U.S.A.
2	PHARMACOELOGY	3,130,207	76/381,842	3/14/2002	8/15/2006	Class 40: Consulting Services in the Field of Waste Management	U.S.A.
3	PHARME	3,050,050	78/534,367	12/17/2004	1/24/2006	Class 40: Consulting Services in the Field of Waste Management	U.S.A.
4	PHARME HAZARDOUS	3,023,835	78/620,793	5/2/2005	12/6/2005	Class 40: Hazardous Waste Management Consulting Services	U.S.A.
5	PHARMECOLOGIST	2,967,377	76/069,601	6/14/2000	7/12/2005	Class 42: Consulting Services in the Field of Waste Management	U.S.A.
6	PHARMECOLOGY	2,572,093	76/070,326	6/14/2000	5/21/2002	Class 42: Consulting Services in the Field of Waste Management	U.S.A.

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