

6.4.01

Docket No.: 480813/0062

FORM PTC-1595 (Modified)  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)  
Copyright 1994-97 LegalStar  
P08/REV02

06-08-2001

ET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



101744560

Tab settings

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

1. Name of conveying party(ies):

The Pharmacy Fund, Inc.

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: Prudential Securities Credit Corporation, LLC

Internal Address:

JUN - 4 2001

Street Address: One New York Plaza

City: New York State: NY ZIP: 10292

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other

Execution Date: May 23, 2001

Additional name(s) & address(es) attached?  Yes  No

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

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)

(5,550,734)  
5,704,044

Additional numbers attached?  Yes  No

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

Name: Ian DiBernardo

Internal Address:

06/07/2001 GTON11 00000162 194709 5550734

01 FC:581 40.00 CH

Street Address: Stroock & Stroock & Lavan, LLP

180 Maiden Lane

City: New York State: NY ZIP: 10038

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41):.....\$ 80.00

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number:

19-4709

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.

Ian DiBernardo

Reg. No. 40,991

5/31/01

Name of Person Signing

Signature

Date

6

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

PATENT  
REEL: 011855 FRAME: 0761

## ASSIGNMENT

THIS ASSIGNMENT, effective immediately upon execution, from The Pharmacy Fund, Inc., a New York corporation ("Assignor"), by Albert Togut, as the Plan Administrator ("Plan Administrator"), to Prudential Securities Credit Corporation, LLC, a Delaware Limited Liability Company, having a place of business at One New York Plaza, New York, New York 10292 ("Assignee").

## WITNESSETH

WHEREAS, Assignor, has filed a voluntary petition for relief under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court;

WHEREAS, Albert Togut, Esq. of Togut, Segal & Segal, LLP located at One Penn Plaza, New York, NY 10119, was appointed as the Plan Administrator of the Estate of Assignor, pursuant to an Amended Joint Plan for The Pharmacy Fund, Inc. and Pharmacy Fund Receivables, Inc. dated December 6, 1999 ("The Plan"), which was confirmed by a final Order dated January 12, 2000;

WHEREAS, Assignee has a secured claim in Assignor's inventions, patent applications and patents, including the patents and patent applications for Rapid Rxemit (including U.S. Patents Numbers 5,550,734 and 5,704,044 and European Patent Application Number 96306185.8), trademarks, tradenames, copyrights, technology, know-how and processes necessary for the conduct of Assignor's business pre-petition and post-petition, computer software and specification databases, training manuals, and marketing material relating thereto

("Intellectual Property") of Assignor pursuant to The Plan, and Assignee is now entitled to undivided, complete ownership of the Intellectual Property pursuant to The Plan;

WHEREAS, for the purpose of transferring and recording title to the Intellectual Property and by way of further assurance, the said Assignee has requested the said Assignor to execute and deliver this assignment;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and pursuant to The Plan, Assignor agrees as follows:

### **TRANSFER OF RIGHTS**

Assignor hereby assigns, transfers and sets over unto Assignee, its respective successors, legal representatives and assigns the entire right, title and interest in and to United States Patent Numbers 5,550,734 and 5,704,044 including all foreign and domestic renewals, extensions, continuations, continuations-in-part, divisions and reissues thereof (the "Patents"), with the intent that such Patents shall be fully vested in the said Assignee, its successors and assigns;

Assignor hereby assigns, transfers and sets over unto Assignee, its respective successors, legal representatives and assigns the entire right, title and interest in and to European Patent Application Number 96306185.8 including all foreign and domestic renewals, extensions, continuations, continuations-in-part, divisions and reissues thereof (the "EPO Application"), with the intent that the EPO Application and any and all patents that issue therefrom shall be fully vested in the said Assignee, its successors and assigns;

Assignor hereby assigns, transfers and sets over unto Assignee, its respective successors, legal representatives and assigns all of its rights, title and interest in and to Trademark Registration No. 1,898,289 for the service mark RAPID RXEMIT and all graphical depictions

and variations thereof (the "TRADEMARK"), together with the goodwill of the business associated with the TRADEMARK, with the intent that the TRADEMARK shall be fully vested in the said Assignee, its successors and assigns;

Assignor hereby assigns, transfers and sets over unto Assignee, its respective successors, legal representatives and assigns all of its rights, title and interest in and to any and all other Intellectual Property to which it has rights including, but not limited to any and all now known or hereafter known, on a worldwide basis, inventions, patent rights, designs, algorithms, computer software and programs, methods of doing business, trademark and trade name rights and similar rights, trade secret rights, tangible and intangible rights associated with works of authorship including, without limitation, copyrights, moral rights and mask-works, all other intellectual and industrial property rights of every kind and nature and however designated, whether arising by operation of law, contract, license or otherwise, and all registrations, initial applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues thereof now or hereafter existing, made, or in force (including any rights in any of the foregoing);

Assignor hereby assigns, transfers and sets over unto Assignee, its respective successors, legal representatives and assigns all claims for damages by reason of past infringement of the PATENTS, the EPO Application, the TRADEMARKS and any and all other Intellectual Property conveyed under this Assignment and the sole 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 without accounting to Assignor;

Assignor authorizes the Commissioner of Patents and Trademarks of the United States, and any official in any country foreign to the United States, whose duty it is to record patent and trademark registrations, applications and title thereto, to record the PATENTS, the EPO


Application and any patents that issue therefrom, the TRADEMARKS and any and all Intellectual Property conveyed under this agreement and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument; and

Assignor, by the Plan Administrator or any successor thereto, agrees to assist in the perfection and enforcement of all rights conveyed under this agreement, and further agrees to comply with Assignee's reasonable requests for assistance in the identification of any and all additional Intellectual Property to which Assignee is entitled. Assignor, by the Plan Administrator or any successor thereto, agrees to execute any and all documents and perform any and all acts that Assignee may reasonably require in order to perfect Assignee's rights pursuant to this Agreement, and to identify, apply for, obtain, and vest in the name of Assignee alone all Intellectual Property, now known or hereafter known, and, when so obtained or vested, to maintain, renew, and restore the same to the fullest extent allowed by law. Assignor, by the Plan Administrator or any successor thereto, shall also assist, in response to Assignee's reasonable requests, in the enforcement and defense of said rights, including the provision of witnesses and documents under Assignor's control. Assignor, by the Plan Administrator or any successor thereto, hereby agrees to fully cooperate with Assignee's reasonable requests in the prosecution of such actions.

IN WITNESS WHEREOF, Assignor has hereunto executed this instrument under the

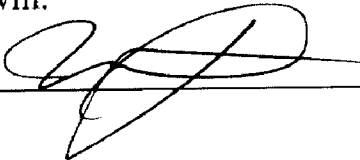
hand of the Plan Administrator, duly authorized in that behalf.

THE PHARMACY FUND, INC.

By:   
Albert Togut, *as*  
Plan Administrator

State of: )  
County of: )

On this 23<sup>rd</sup> day of May 2001 before me personally appeared Albert Togut, known to me to be the person(s) who executed the foregoing assignment and acknowledged to me that he/they executed this assignment of his/their own free will.

By: 

Name: NEIL BERGER  
~~Notary Public, State of New York~~  
No. 02BE4977835  
Qualified in Westchester County  
Commission Expires Feb. 19, 1999-  
2003