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FORM PTO-1585 (Rev. 9-93) OMB No. 0851-0011 (exp. 4-94)

RECORDATION FORM COVER SHEET PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office MAY 10 2001

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):

John G. Fley

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

2. Name and address of receiving party(ies)

Name: NaphCare, Inc

Internal Address: 950 22nd St North Birmingham, Alabama 35203

Street Address:

City: Birmingham State: AL ZIP 35203

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

3. Nature of conveyance: 5-10-01

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 6-10-97

4. Application number(s) or patent number(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)

US 6,200,590 B1

Additional numbers attached? □ Yes No

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

Name: Vance Alexander

Internal Address: 950 22nd St No Birmingham, Alabama 35203

Street Address: Same as above.

City: State: ZIP:

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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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.

James S. McLane Name of Person Signing

Signature

May 7, 2001 Date

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

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

(Form PTO-1585-Recordation Form Cover Sheet [16-5]-page 1 of 3)

AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT made this 10th day of June, 1997, between NaphCare, Inc., corporation in the State of Alabama, hereinafter referred to as "NaphCare" and John G. Eley, Ph. D., a researcher trained in the specialty of Pharmaceuticals, hereinafter referred to as "Researcher":

NaphCare is engaged in the business of providing pharmaceutical services to patients and has its principal place of business at 950 22nd Street North, Birmingham, Alabama 35203.

Researcher is in the business of providing research and development of pharmaceutical products and has his principal place of business at Samford School of Pharmacy, 800 Lakeshore Drive, Birmingham, Alabama 35229.

NaphCare provides such pharmaceutical products to its patients and desires to engage the services of Researcher to assist in such enterprise and render services on the terms and conditions provided in this agreement.

The Researcher shall be a graduate trained researcher in pharmaceuticals and who desires to render professional services for NaphCare as provided in this agreement.

THEREFORE, NaphCare engages the services of Researcher and in consideration of the mutual promises contained in this agreement, the parties agree as follows:

1. This agreement shall be for one year commencing on June 1, 1997, and may be terminated by either party by giving ninety days' prior written notice to the other party at the address stated above or at an address chosen subsequent to execution of this agreement and duly communicated to the party giving notice.

2. NaphCare shall assure the necessary facilities, supplies and equipment are provided to provide professional services.

3. For services to be rendered under this agreement, the Researcher shall be entitled to a fee of One Hundred and Fifty (\$150.00) dollars per hour.

4. The Researcher shall devote such time to performance of the duties under this agreement as is reasonably necessary for a satisfactory performance.

5. Researcher shall be an independent contractor and not an employee of NaphCare under this agreement and shall maintain a policy of professional liability insurance, to cover any claims arising out of the performance of the services under this agreement and shall further indemnify, save harmless, and defend NaphCare from any claims arising from any act or omission of the Researcher.

6. Researcher shall not during, or at any time after the termination of my employment with NaphCare, use for himself or others, or disclose or divulge to others any trade secrets, confidential information, or any other data of NaphCare in violation of this agreement. Said trade secrets include but are not limited to:

- a) Technical information: Methods, processes, formulae, compositions, inventions, machines, computer programs and research projects.
- b) Business information: Customer lists; pricing data; sources of supply; and marketing, production, or merchandising systems or plans.

Upon the termination from NaphCare, Researcher shall return to NaphCare all documents relating to NaphCare, including but not necessarily limited to: drawings, blueprints, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to NaphCare's business, or in any way obtained by Researcher during the course of employ. Researcher further agrees that he shall not retain any copies of the foregoing. It is further agreed that no publications shall be submitted without the prior written approval of NaphCare.

7. Researcher during the course of employment, shall promptly disclose in writing to NaphCare all inventions, discoveries, improvements, developments and innovations whether patentable or not, conceived in whole or in part by the Researcher or through assistance of the Researcher, and whether conceived or developed during working hours or not, which:

- a) Result from any work performed on behalf of NaphCare, or pursuant to a suggested research project by NaphCare, or
- b) Relate in any manner to the existing or contemplated business of NaphCare, or
- c) Result from the use of NaphCare's time, material, employees or facilities.

Researcher hereby assigns to NaphCare, its successors and assigns, all right, title and interest to said inventions. Researcher shall, at NaphCare's request, execute specific assignments to any such invention and execute, acknowledge, and deliver any additional documents required to obtain letters patent in any jurisdiction and shall, at NaphCare's request and expense, assist in the defense and prosecution of said letters patent as may be required by NaphCare.

8. This agreement supersedes any and all other agreements, either oral or in writing, between the parties to this agreement with respect to its subject matter, and no other agreement, statement, or promise relating to the subject matter of this agreement that is not contained in it shall be valid or binding.

9. Neither this agreement nor any duties or obligations under this agreement shall be assignable by Researcher without the prior written consent of NaphCare. In the event of an assignment by Researcher to which NaphCare. has consented, the assignee or the assignee's legal representative shall agree in writing with NaphCare. to personally assume, perform, and be bound by the covenant, obligations, and agreements contained in this contract.

10. Subject to the provision regarding assignment, this agreement shall be binding on the heirs, executors, administrators, legal representatives, successors and assigns of the respective parties.

11. If any action at law or in equity is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief that may be available.

12. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this agreement, shall be governed by the laws of the State of Alabama.

13. This agreement may be amended by the mutual agreement of the contracting parties in a writing to be attached to and incorporated into this agreement.

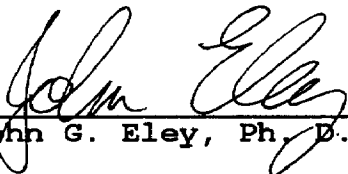
14. In case any one or more of this provision contained in this agreement shall be for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this agreement and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Executed at Birmingham, Alabama, on the day and year first written above.

NaphCare, Inc.
by its CEO



James S. McLane



John G. Eley, Ph. D.

EXTENSION OF AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT made this first day of June, 1998, between NaphCare, Inc., corporation in the State of Alabama, hereinafter referred to as "NaphCare" and John G. Eley, Ph. D., a researcher trained in the specialty of Pharmaceuticals, hereinafter referred to as "Researcher":

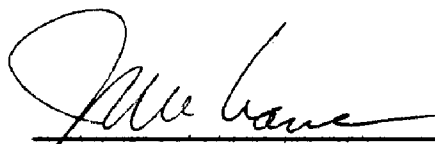
WHEREAS, Researcher and NaphCare entered into an agreement for one year beginning June 1, 1997,

AND WHEREAS, Researcher and NaphCare desire to extend the agreement,

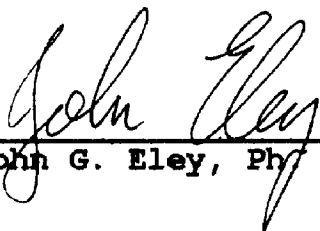
THEREFORE, NaphCare and Researcher agree to extend said agreement under the same terms and conditions for one year commencing on June 1, 1998, and may be terminated by either party by giving ninety days' prior written notice to the other party at the address stated above or at an address chosen subsequent to execution of this agreement and duly communicated to the party giving notice.

Executed at Birmingham, Alabama, on the day and year first written above.

NaphCare, Inc.
by its CEO



James S. McLane



John G. Eley, Ph. D.