

07-19-2002



Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102161019

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

7-19-02

1. Name of conveying party(ies):

SouthTrust Bank

7-19-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)

Name: Medical Technology Systems, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 12920 Autombmile Blvd.

City: Clearwater State: FL Zip: 33762

- 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Acknowledgment of Reversion and Assignment

Execution Date: June 26, 2002

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

A. Trademark Application No.(s)

See Attachment

B. Trademark Registration No.(s)

Additional number(s) attached  Yes  No

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

N \_\_\_\_\_

tr \_\_\_\_\_

- \_\_\_\_\_

- \_\_\_\_\_

- \_\_\_\_\_

S. \_\_\_\_\_

**Return To**

**National Corporate Research, LTD.**

**225 W. 34th St., Suite 910**

**New York, N.Y. 10122**

**(800) 221-0102 (212) 947-7200**

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: 73265

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115-00

- 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

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.

Allyson Kasetta  
Name of Person Signing

Allyson Kasetta  
Signature

6/27/02  
Date

Total number of pages including cover sheet, attachments, and document: 7

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

07/22/2002 6TON11 00000030 74596635

01 FC:481 40.00 OP  
02 FC:482 75.00 OP

TRADEMARK  
REEL: 2545 FRAME: 0842

Trademarks

<b>TRADEMARK NAME</b>	<b>FILING DATE</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>
MedServ	November 8, 1994	74/596,635	1,975,953
MedTimes	November 8, 1994	74/596,634	1,937,017
Autobond	June 22, 1992	74/286,652	1,780,038
MedTrak	November 4, 1994	74/595,134	2,036,376

## ACKNOWLEDGMENT OF REVERSION AND ASSIGNMENT

THIS ACKNOWLEDGMENT OF REVERSION AND ASSIGNMENT ("Assignment") is made as of the 26<sup>th</sup> day of June, 2002, by SouthTrust Bank ("SouthTrust") in favor of Medical Technology Systems, Inc. ("Assignee").

WHEREAS, in conjunction with the Second Amended and Restated Loan and Security Agreement dated September 5, 1996, as heretofore amended (the "Loan Agreement") to which Assignee is a party, Assignee contemporaneously executed a Amended, Restated and Consolidated Collateral Patent, Trademark, Copyright and License Assignment ("Collateral Assignment") in favor of SouthTrust, assigning certain rights to the patents, trademarks, copyrights and licenses listed in Exhibits A-C attached hereto ("the Assigned Intellectual Property");

WHEREAS, the Collateral Assignment was duly recorded by SouthTrust on or before October 2, 1996 in the assignment records of the United States Patent and Trademark Office, Reel 8162, Frame 0397, and in the trademark assignment records of the United States Patent and Trademark Office, Reel 1509, Frame 0168, as appropriate;

WHEREAS, the terms of the Collateral Patent Assignment specify that title to the Assigned Intellectual Property shall revert to Assignee upon payment or other satisfaction of the Obligations, as defined in the Loan Agreement; and

WHEREAS, Assignee has paid or satisfied the Obligations in the manner contemplated in the Loan Agreement.

NOW, THEREFORE, premises considered and for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, SouthTrust agrees as follows:

1. Release of Security Interest. In accordance with the terms of the Collateral Assignment, and as reflected in documents executed contemporaneously with this Assignment, SouthTrust's security interest in the Assigned Intellectual Property is terminated.

2. Reversion of Rights. SouthTrust acknowledges Assignee's payment and satisfaction of the Obligations in the manner contemplated in the Loan Agreement. SouthTrust acknowledges that, in accordance with the terms of the Collateral Assignment, title to the Assigned Intellectual Property has automatically reverted to Assignee.

3. Assignment of Rights. To the extent not conveyed by operation of the reversion provisions of the Collateral Assignment, SouthTrust hereby assigns to Assignee all of SouthTrust's right, title, and interest to the Assigned Intellectual Property acquired by SouthTrust by operation of the Collateral Assignment, including all rights to (i) the reissues, divisionals, continuations, renewals, and extensions thereof, (ii) all proceeds of the foregoing,

including all income, royalties, damages and payments for past or future infringements thereof, and (iv) all rights corresponding thereto throughout the world.

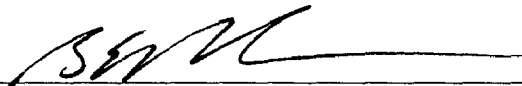
4. No Warranties. SouthTrust makes no warranties as to the validity or title of the Assigned Intellectual Property.

5. Binding Effect: Benefits. This Assignment shall be binding upon SouthTrust and its respective successors and assigns and shall inure to the benefit of Assignee, its successors and assigns.

6. Governing Law. This Assignment shall be deemed to have been executed and delivered in Alabama, and shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws principals.

WITNESS the due execution hereof as of the date first written above.

SOUTHTRUST BANK

By: 

Its: VICE PRESIDENT

**EXHIBIT A**

**Patent Applications**

<b>PATENT TITLE</b>	<b>DATE</b>	<b>PATENT APPLICATION NUMBER</b>
MS45 Patient Specific Medication Dispensing Cart	09/22/94	29/028,790
MS57 Floor Stocking Medication Dispensing Cart	09/23/94	29/028,890
MS7 Long Term Care Medication Dispensing Cart	09/23/94	29/028,848
MedTrak Design	11/01/94	29/030,673
Cylindrical Medication Packaging Machine (Feriseal)	10/28/94	29/030,672
Tack Seal	11/13/95	29/046,289
Electronic Medication Locker	09/23/94	29/028,885
Electronic Downloading Station	09/23/94	29/028,866
Clam Shell Heal Sealer for Medication Dispensing Card	11/03/94	29/030,674

**EXHIBIT B**

**Trademarks and Copyrights**

<b>TRADEMARK NAME</b>	<b>FILING DATE</b>	<b>SERIAL NUMBER</b>	<b>REGISTRATION NUMBER</b>
MedServ	November 8, 1994	74/596,635	1,975,953
MedTimes	November 8, 1994	74/596,634	1,937,017
Autobond	June 22, 1992	74/286,652	1,780,038
MedTrak	November 4, 1994	74/595,134	2,036,376

**EXHIBIT C****Licenses**

<b>PATENT TITLE</b>	<b>DATE</b>	<b>REGISTRATION NUMBER</b>
Medication Blister Card	03/27/90	D306,825
Multi Cavity Medication Card Crusher	09/22/87	4,694,996
Dedicated Multi Cavity Dispenser for Solids	05/30/89	4,834,265 Can. 126634
Sealing Apparatus	10/11/88	4,776,150
Medication Compliance Monitoring Devise Having Conductive Traces Upon a Frangible Backing of a Medication Compartment	10/07/86	4,616,316
Devise for Storing and Signaling the Time for Taking Drugs	07/02/85	4,660,991
Devise for Storing and Dispensing	04/28/87	4,526,474
Modular Medication Dispensing Systems and Apparatus Utilizing Portable Memory Device	09/22/87	4,695,954