

Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 6.2.03
Tillotson Healthcare Corporation

- Individual(s)
- General Partnership
- Corporation-State NH
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other _____
 - Merger
 - Change of Name

Execution Date: February 3, 2003

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

Internal Address: _____

Street Address: 10 Glenshaw Street

City Orangeburg State: NY Zip: 10962

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State New York

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached Exhibit A

Additional number(s) attached Yes No

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

Name: Mark A. Wright, Esq.

Internal Address: _____

McLane, Graf, Raulerson &

Middleton, PA

Street Address: 900 Elm Street

City Manchester State: NH Zip: 03104

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 365.00

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.

Mark A. Wright

Name of Person Signing

Signature

5/30/03

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

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01 FC:8521
02 FC:8522

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325.00 OF

Exhibit A

Trademark Registration Nos.

2,505,094
2,246,667
2,392,882
1,919,503
2,005,326
2,004,507
2,254,887
1,926,750
1,917,783
2,322,186
1,919,502
2,465,184
1,919,504
1,961,387

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made this 5th day of February, 2003 by and between Tillotson Healthcare Corporation ("Seller") and Dynarex Corporation ("Buyer").

WITNESSETH:

WHEREAS, Seller, Buyer and Thomas N. Tillotson ("TNT") are parties to that certain Asset Purchase Agreement dated as of December 13, 2002 ("Purchase Agreement");

WHEREAS, Seller is the owner of certain tangible and intangible assets as more particularly described in Schedule A attached hereto and the Purchase Agreement ("Assets"); and

WHEREAS, Seller desires to sell, assign, transfer and deliver to Buyer all of its right, title and interest in and to the Assets, subject to the assumption by Buyer of certain liabilities of Seller as more particularly described in Schedule B attached hereto ("Liabilities"), and Buyer desires to purchase all of such right, title and interest in and to the Assets, and to assume all of such Liabilities, all upon the terms and conditions set forth in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **SALE AND ASSIGNMENT OF ASSETS.** Seller hereby sells, assigns, transfers and sets over unto Buyer, its successors and assigns, and by this Agreement puts Buyer in possession of all of its right, title, interest and goodwill in and to the Assets. Seller hereby represents and warrants to Buyer that it is conveying good title to the Assets, free and clear of all liens and encumbrances other than the Liabilities. Seller has attached as Exhibit C a separate form of assignment for the assignment of the trade marks and patents of Seller. **THE ASSETS ARE BEING SOLD "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY OR SUITABILITY OF THE ASSETS ARE HEREBY EXPRESSLY DISCLAIMED. TO HAVE AND TO HOLD** the same unto Buyer, its successors and assigns, forever.

2. **ASSUMPTION OF LIABILITIES.** Buyer hereby assumes and agrees to pay, perform and discharge, as, when, and in the manner required, the Liabilities in accordance with the respective terms and conditions thereof.

3. **MISCELLANEOUS.**

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(a) This Agreement and the Purchase Agreement contain the entire agreement of Seller and Buyer with respect to the subject matter hereof, all prior agreements, commitments, understandings, representations, warranties and negotiations in connection herewith, if any, are hereby merged into this Agreement, and no oral representations shall in any manner whatsoever modify or explain any of the terms and conditions of this Agreement.

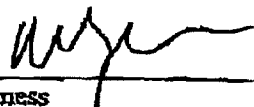
(b) This Agreement shall be binding upon Seller and its successors and assigns and shall inure to the benefit of Buyer and its successors and assigns.


(c) Seller will execute and deliver such other instruments and take such other actions as such Buyer may reasonably request to more effectively put such Buyer in possession and control of the Business and Assets purchased under this Agreement and the Purchase Agreement. Seller will cooperate with each Buyer to deliver such bills of sale, endorsements, assignments, and other good and sufficient instruments of conveyance and transfer (including assignments of any Intellectual Property or real property in recordable form), in form and substance reasonably satisfactory to such Buyer and its counsel, as are commercially reasonable under the circumstances, to vest in such Buyer good and valid title to the Assets free and clear of any liens, Encumbrances and claims of whatever nature. Seller hereby grants to Buyer, acting through its chief executive officer, a power of attorney, coupled with an interest, to execute such documents as may be necessary to vest in such Buyer good and valid title to the Assets, provided however, that Seller shall have failed to execute such documents or instruments and return the same to Buyer within ten (10) days of receipt of such request.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire.

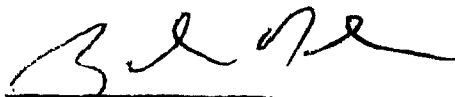
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written.


TILLOTSON HEALTHCARE CORPORATION:


Witness

By: 
Name: Thomas D. Tillotson
Its Duly Authorized: CEO

DYNAREX CORPORATION:


Witness

By: 
Name: George Pearson
Its Duly Authorized: _____

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EXHIBIT C

ASSIGNMENT OF TRADE MARKS

Tillotson Healthcare Corporation, a New Hampshire corporation, for value received, does hereby assign to Dynarex Corporation, a New York corporation, all of its right, title, interest and goodwill in and to the following trade marks and patents.

State of New Hampshire
Department of State

Certificate of Registration
Model State Trademark Act
(RSA 350-A)

DENTAL CARE Registration Date: July 8, 1994 Expiration Date: July 8, 2004 Volume No.: 89 Page No.: 43	FORMULA ONE Registration Date: July 8, 1994 Expiration Date: July 8, 2004 Volume No.: 89 Page No.: 44
POWDER FREE PLUS Registration Date: July 8, 1994 Expiration Date: July 8, 2004 Volume No.: 89 Page No.: 46	PURE ADVANTAGE Registration Date: July 8, 1994 Expiration Date: July 8, 2004 Volume No.: 89 Page No.: 47
TEC Registration Date: July 8, 1994 Expiration Date: July 8, 2004 Volume No.: 89 Page No.: 48	ULTRA CARE Registration Date: September 19, 1994 Expiration Date: September 19, 2004 Volume No.: 89 Page No.: 111

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The United States of America
Certificate of Registration

<p>ALLOTEX Principal Register Registration No.: 2,505,094 Date: November 5, 2001 For Proteolytic Enzyme-Treated Natural Rubber Latex sold as an integral component and ingredient of Latex Medical Gloves in Class 10 (U.S. Cls. 26, 39 and 44). For Proteolytic Enzyme-Treated Natural Rubber Latex sold as an integral component and ingredient of General Use Latex Gloves in Class 21 (U.S. Cls. 2, 13, 23, 29, 30, 33, 40 and 50).</p>	<p>DENTAL CARE Supplemental Register Registration No.: 1,926,750 Date: October 10, 1995 For latex examination gloves for medical, surgical or dental use in Class 10 (U.S. Cls. 26, 39 and 44).</p>
<p>DUAL ADVANTAGE Principal Register Registration No.: 2,246,667 Date: May 18, 1999 For examination gloves for medical, dental and surgical use in Class 10 (U.S. Cls. 26, 39 and 44).</p>	<p>FORMULA ONE Principal Register Registration No.: 1,917,783 Date: September 12, 1995 For latex examination gloves for medical, surgical or dental use in Class 10 (U.S. Cls. 44).</p>
<p>MULTI CARE Principal Register Registration No.: 2,992,882 Date: October 10, 2000 For vinyl examination gloves for medical/surgical use, in Class 10 (U.S. Cls. 26, 39 and 44).</p>	<p>POLYGLIDE Principal Register Registration No.: 2,322,186 Date: February 22, 2000 For Polymer film for use in the manufacture of interior coatings for gloves in Class 1 (U.S. Cls. 1, 5, 6, 10, 26 and 46).</p>
<p>POWDER FREE PLUS Principal Register Registration No.: 1,919,503 Date: September 19, 1995 For latex examination gloves for medical, surgical or dental use in Class 10 (U.S. Cls. 44).</p>	<p>PURE ADVANTAGE Principal Register Registration No.: 1,919,502 Date: September 19, 1995 For synthetic latex examination gloves for medical, surgical or dental use in Class 10 (U.S. Cls. 44).</p>
<p>PURE ADVANTAGE POWDER FREE Principal Register Registration No.: 2,005,326 Date: October 1, 1996 For synthetic latex examination gloves for medical, surgical and/or dental use in Class 10 (U.S. Cls. 26, 39 and 44).</p>	<p>SENRI GRIP Principal Register Registration No.: 2,465,184 Date: July 3, 2001 For examination gloves for medical surgical or dental use, in Class 10 (U.S. Cls. 26, 39 and 44).</p>
<p>THC (logo) Principal Register Registration No.: 2,004,507 Date: October 1, 1996 For dressings for medical/surgical use in Class 10 (U.S. Cls. 26, 39 and 44).</p>	<p>THC (logo) Principal Register Registration No.: 1,919,504 Date: September 19, 1995 For latex examination gloves for medical, surgical or dental use in Class 10 (U.S. Cls. 44).</p>
<p>TRI GUARD Principal Register Registration No.: 2,254,887 Date: June 22, 1999 For triangular bandages for anatomical joints, in Class 10 (U.S. Cls. 26, 39 and 44).</p>	<p>ULTRA CARE Principal Register Registration No.: 1,961,387 Date: March 12, 1996 For latex medical examination gloves in Class 10 (U.S. Cls. 39 and 44).</p>

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Dated this 3rd day of February, 2003.

TILLOTSON HEALTHCARE CORPORATION

By: [Signature]
Name: Thomas N Tillotson
Title: CEO

STATE OF NEW Hampshire
HAMPSHIRE

: SS.:

COUNTY OF
HILLSBOROUGH

On the 3rd day of February in the year 2003 before me personally came Thomas N. Tillotson to me known, who, being by me duly sworn, did depose and say that he resides in Dixville, New Hampshire; that he is the President of Tillotson Healthcare Corporation, the corporation described in and which executed the above instrument; and that he signed his name therein by order of the board of directors of said corporation.

[Signature]
Notary Public



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