



# Triad Isotopes®

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patient focused. community driven.

## FAX COVER SHEET

09-31406-01MD

03038269

24-04206-15MD

03032952

TO: U.S. NUCLEAR REGULATORY COMMISSION  
REGION I /NUCLEAR MATERIALS LICENSING  
SECTION

FROM: STEPHANIE THOMAS

COMPANY: U.S. NUCLEAR REGULATORY  
COMMISSION REGION I /NUCLEAR MATERIALS  
LICENSING SECTION

DATE: 5/28/10

FAX NUMBER:  
610-337-5324/610-337-5269

PHARMACY ADDRESS: 180 PEPES FARM ROAD, MILFORD,  
CT 06460

PERMIT NUMBER:  
24-04206-15MD

RE: TRIAD ISOTOPES, INC

TOTAL NO. OF PAGES INCLUDING COVER:

5

**To whom it may concern,**

**Per earlier correspondence with the Bureau, we are sending the attached Bill of Sale which finalizes the sale of the above referenced pharmacy to Triad Isotopes, Inc., as of today. Please issue the new RAM permit in the name of Triad Isotopes, Inc. and fax or e-mail the new permit to me at the fax number or e-mail address below. Thanks for your assistance.**

*Stephanie K. Thomas*

Paralegal, Licensing & Regulator Coordinator  
Triad Isotopes, Inc.  
200 South Orange Avenue  
Suite 2100  
Orlando, FL 32801  
Direct Line: 407.455.6777  
Facsimile: 407.455.6733  
Alternate Facsimile: 407.455.6732  
[stthomas@triadisotopes.com](mailto:stthomas@triadisotopes.com)  
[www.TriadIsotopes.com](http://www.TriadIsotopes.com)



144547/144548

## BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale") is made this 28th day of May, 2010, by and among Tyco Healthcare Group LP, a Delaware limited partnership ("THGLP"), Mallinckrodt Inc., a Delaware corporation (together with THGLP, the "Sellers" and each a "Seller") and Triad Isotopes, Inc., a Delaware corporation ("Buyer"). The Sellers and Buyer are sometimes referred to herein collectively as the "Parties". Capitalized terms used, but not otherwise defined herein shall have the meaning ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of December 15, 2009, by and among Buyer and the Sellers (the "Asset Purchase Agreement"), the Parties have agreed to the sale by the Sellers and the purchase by Buyer of substantially all of the assets of the Business.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby, the Parties hereby agree as follows:

1. Each Seller hereby sells, conveys, assigns, transfers and delivers to Buyer all of such Seller's right, title and interest in and to the Purchased Assets, free and clear of all Encumbrances (other than Permitted Encumbrances).

2. Each Seller hereby appoints Buyer its true and lawful attorney to act in its name on its behalf with respect to the collection or reduction to possession of any of the Purchased Assets and to execute any documents and instruments and to do all such other acts and things as may be necessary to effectuate the foregoing.

3. Notwithstanding anything to the contrary contained herein, no Seller is selling, assigning, transferring, conveying or delivering to Buyer, and Buyer is not purchasing or acquiring from any Seller, any Excluded Assets.

4. If subsequent to the date of this Bill of Sale, any property or asset that is part of the Purchased Assets comes into possession of any Seller or any of its Affiliates, the Seller shall promptly deliver, or cause such Affiliate to deliver, such property or asset to Buyer.

5. In the event of a conflict between the terms and conditions of this Bill of Sale and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, supersede and prevail, and nothing in this Bill of Sale shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Bill of Sale as provided and subject to the limitations set forth in the Asset Purchase Agreement.

6. This Bill of Sale shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any provision of this Agreement may be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may be given, only with the written agreement of Buyer and the Sellers.

7. This Bill of Sale shall be governed by and construed under the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

8. This Bill of Sale may be executed in counterparts (including by means of facsimile or electronic delivery in portable document format), each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

\* \* \* \*

IN WITNESS WHEREOF, this Bill of Sale and Assignment is duly executed and delivered as of the date first above written.

TRIAD ISOTOPES, INC.  
By: [Signature]  
Its: SVP / General Counsel

TYCO HEALTHCARE GROUP LP  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

MALLINCKRODT INC.  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

IN WITNESS WHEREOF, this Bill of Sale and Assignment is duly executed and delivered as of the date first above written.

TRIAD ISOTOPES, INC.

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

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

TYCO HEALTHCARE GROUP LP

By: [Signature]

Its: Vice President + Assistant Secretary

MALLINCKRODT INC.

By: [Signature]

Its: Vice President + Assistant Secretary