



02-03-1999

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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U.S. Patent & Trademark Office Reprint #58

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy thereof.

1. Name of conveying party(ies): MRD 1-19-99
American Health Communications, Inc.
1245 N. Church St.
Moorestown, NJ 08057

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

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

2. Name and address of receiving party(ies):
Name: Health Ink, L.L.C.
Internal Address: _____
Street Address: 1245 N. Church St.
City Moorestown State NJ ZIP 08057

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Limited Liability Company, Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designation 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: _____
Execution Date December 22, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Exhibit A

B. Trademark registration No.(s)
See Exhibit A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Kristin Jordan Harkins
Internal Address: Locke Liddell & Sapp LLP
Street Address: 2200 Ross Avenue, Suite 2200
City Dallas State Texas ZIP 75201

6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$ 300
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 10-1781
(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.

Kristin Jordan Harkins
Name of Person Signing

Kristin Jordan Harkins
Signature

January 15, 1999
Date

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

02/02/1999 SBURNS 00000258 1703185

01 FC:481 40.00 OP
02 FC:482 350.00 OP

OMB No. 0651-0011 (exp. 4/94)

EXHIBIT A

United States Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
MEDICARE & YOU	1,703,185	July 28, 1992
HEALTH & YOU	1,770,040	May 11, 1993
HEALTHFACTOR	1,772,971	May 25, 1993
BEST OF HEALTH	1,841,833	June 28, 1994
HEALTH ALERT	1,921,911	September 26, 1995
STARTING OUT HEALTHY	1,922,917	September 26, 1995
BENEFITS MANAGEMENT	1,935,035	November 14, 1995
FLORIDA HEALTH CARE TIMES	2,003,091	September 24, 1996
FOR YOUR WELL BEING	2,020,688	December 3, 1996
HEALTHY NOW	2,026,103	December 24, 1996
E.R. WATCH	2,133,395	January 27, 1998
THE FRESH AIR CAFE	2,166,988	June 23, 1998
HEALTHY VIEWS	2,181,055	August 11, 1998

United States Trademark Applications

<u>Trademark</u>	<u>Application Serial No.</u>	<u>Filing Date</u>
MEDICARE INSIDER	75/329,971	July 24, 1997
GROWING UP HEALTHY	75/329,972	July 24, 1997

TRADEMARK ASSIGNMENT

This Assignment is effective on the date of Assignor's signature given hereunder, by and between AMERICAN HEALTH COMMUNICATIONS, INC., a corporation of the state of New Jersey, having an address of 1245 N. Church St. Moorestown, N.J. (hereinafter "Assignor") and HEALTH INK, L.L.C., a Delaware limited liability company having an address of 1245 N. Church St. Moorestown, N.J. (hereinafter "Assignee").

WHEREAS, Assignor represents that it has developed and owns rights to trademarks and service marks which it uses in connection with its business which is ongoing and existing, including the trademarks and service marks identified in the attached Exhibit A (hereinafter collectively referred to as "Trademark Rights" or "Trademarks");

WHEREAS, Assignor represents that it is not aware of any claims by others of infringement by it or others for using the Trademarks nor is Assignor aware of any other prior claims to ownership of the Trademarks;

WHEREAS, Assignee is desirous of obtaining all of Assignor's right, title and interest in and to said Trademark Rights and common law rights and goodwill associated therewith, and the business of Assignor to which the Trademarks pertain:

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and deliver to Assignee, its successors, assigns and legal representatives, its full and exclusive right, title and interest in and to said Trademark Rights, together with any other registrations, recordals, applications, common law rights, the goodwill symbolized by said Trademark Rights or associated therewith, the business to which the Trademarks pertain, and any right to recover for past infringement thereof. Said assignment specifically includes all right, title and interest in and to the Trademarks identified in Exhibit A.

This assignment shall be binding upon Assignor's executors, administrators, and/or assigns and shall inure to the benefit of the executors, administrators, successors and/or assigns, as the case may be, of Assignee.

Signed this 22nd day of December, 1998.

Assignor: AMERICAN HEALTH COMMUNICATIONS, INC.

By: [Signature]

Printed Name: Craig Ammerman

Title President

SUBSCRIBED AND SWORN to before me, the undersigned authority, by Craig Ammerman, acting in the position indicated and individually on the 22nd day of December, 1998

(SEAL)

Dorothy L. Haskins
Notary Public

Washington County, New Jersey

DOROTHY L. HASKINS
A Notary Public of New Jersey
My Commission Expires 01/24/2001

Accepted by HEALTHINK, L.L.C.

By [Signature]

Printed Name: Patricia A. Clifford

Title: President

Date: 12-22-98

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