

04-16-1999



FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

101012800

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

4/6/99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year _____
- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name Pediatric Health Alliance, L.L.C.

04011999

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association

Other Limited Liability Company

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name KIDSGROWTH.COM, L.L.C.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 11274 West Hillsborough Avenue

Address (line 2) _____

Address (line 3) Tampa

City

FL

State/Country

33635

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Delaware

FOR OFFICE USE ONLY

04/15/1999 JSHABAZZ 00000026 75590809

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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1884 FRAME: 0072

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75590809"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Don B. Weinbren

Name of Person Signing


Signature

4/5/99

Date Signed

ASSIGNMENT AND LICENSE AGREEMENT

THIS ASSIGNMENT AND LICENSE AGREEMENT is made and entered into this 1st day of April, 1999, by and among PEDIATRIC HEALTH ALLIANCE, L.L.C. ("**Assignor**"), a Delaware limited liability company, and KIDSGROWTH.COM, L.L.C. ("**Assignee**"), a Delaware limited liability company.

W I T N E S S E T H:

WHEREAS, Assignor has developed, compiled or licensed from third parties and uses, for the provision of information services via a Website address designated as "kidsgrowth.com" (the "**Website**"), certain Intellectual Property, including domain name, website design, software, copyrighted text, marks and other proprietary information as set forth on Schedule A attached hereto (the "**Transferred Property**").

NOW, THEREFORE, in consideration of the premises, which are hereby incorporated into this instrument as an integral part hereof and not as mere recitals hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee any and all of Assignor's right, title and interest in, to and under the Transferred Property, together with any goodwill of Assignor's business that has arisen in connection with Assignor's use of the Transferred Property.

NOTWITHSTANDING anything to the contrary, the Transferred Property shall not include any right, title or interest in, to or under the property described on Schedule B (the "**Excluded Property**").

IN ADDITION to the foregoing, Assignor does hereby grant to Assignee the irrevocable and perpetual but non-royalty and nonexclusive license and right to use any and all copyrighted text, graphics and materials currently existing on the Website that do not constitute Transferred Property and the mark owned, licensed or controlled by Assignor and used on the Website, as described on Schedule C (the "**Licensed Property**"), which license and right shall be subject in any and all respects to any ownership or other superior right of any third party and subject further to Assignor's retained continuing right to use the copyrighted text, graphics and materials in published form and in communications media other than on the so-called World Wide Web.

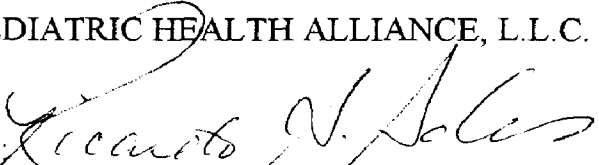
With respect to any domain name being transferred, Assignor and Assignee agree to take all additional steps and execute and deliver all additional documents as may be necessary to comply with the procedures established by the Internet Network Information Center ("**InterNIC**") for registration of the transfer of the domain name "kidsgrowth.com."

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed and delivered by its duly authorized officers, all on the date first above written.


PEDIATRIC HEALTH ALLIANCE, L.L.C.

By:


Ricardo A. Salas, President

KIDSGROWTH.COM, L.L.C.

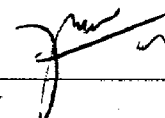
By:


Richard Ferrelli, President

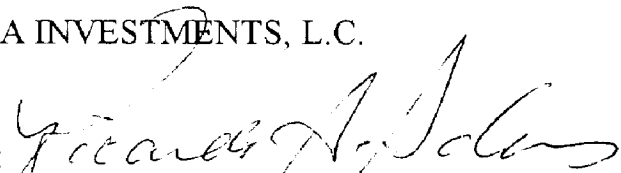
CONSENT TO ASSIGNMENT AND LICENSE AGREEMENT

THIS CONSENT is being entered into by Pediatric Health Care Alliance, P.A., a Florida professional service corporation (“**PHCA**”) and PHA INVESTMENTS, L.C., a Florida limited liability company (“**PI**”), the Initial Members of Pediatric Health Alliance, L.L.C., a Delaware limited liability company (“**PHA**”), in order to comply with Section 3.7(f) of the Regulations of PHA. The undersigned hereby consent to the actions taken by PHA in transferring ownership of that certain Intellectual Property referred to as the Transferred Property in the Assignment and License Agreement to which this consent is attached (the “**Assignment and License Agreement**”), and in granting an irrevocable and perpetual but non-royalty and nonexclusive license in certain rights referred to as the Licensed Property in the Assignment and License Agreement, to KIDSGROWTH.COM, L.L.C., a Delaware limited liability company, in exchange for a 100% ownership interest in such entity. Furthermore, the undersigned agree that this Consent shall be made a part of the Assignment and License Agreement.

PEDIATRIC HEALTH CARE ALLIANCE, P.A.

By: 
Its: President

PHA INVESTMENTS, L.C.

By: 
Ricardo A. Salas, President

SCHEDULE A

Transferred Property

1. Domain Name:

“kidsgrowth.com”

2. Website Design:

The design of the Website including without limitation the opening page design, link structure, logo design and the overall look and feel of the Website.

3. Software:

All software to which Assignor has right, title and interest, including applets, scripts, programming code and other software used or utilized in the display, storage, collection, processing, receipt or transmission of information or data, including audio, video and multimedia content and which is employed by Assignor in connection with the provision of information services via the Website.

4. Marks:

Registered and unregistered trademarks, service marks, trade names and logos owned, controlled, or licensed by Assignor, except for that certain pending trademark registration for Miscellaneous Design described on Schedule C which is being licensed pursuant to this Agreement, to the extent such transfer is permissible under third party licensing agreements and to the extent these marks are currently used on the Website for the provision of information services. Pending trademark registrations being transferred pursuant to this Agreement include the following:

Mark	Ser./Reg. No.	Filing/Reg Date	Class	Goods/Services
KIDSGROWTH	75/590809	11/18/98	42	Computer services, namely, providing on-line information, printed materials and publications in the field of health care, pregnancy, parenting, child care and preventive medicine via a global computer network

5. Copyrighted Text:

Copyrighted text, graphics and materials generated in any form or media by PHA that are

currently found on the Website and used in the provision of information services.

6. Documents Available for Download:

Any documents and articles relating to information services currently included on the Website for viewing and downloading by Website visitors.

7. Other Proprietary Information:

Unless otherwise provided in this Agreement, including all referenced Schedules, all other proprietary information in which Assignor has right, title and interest and which is currently used by Assignor in the provision of information services through the Website.

SCHEDULE B

Excluded Property

1. **Hypertext Links:**

Hypertext links to other addresses on the World Wide Web, included on the Website, to which Assignor has no right, title or interest.

SCHEDULE C

Licensed Property

1. **Copyrighted Text:**

Copyrighted text, graphics and materials generated in any form or media by unrelated third parties that are currently found on the Website and used in the provision of information services.

2. **Marks:**

The unregistered trademark described below, for which a trademark registration is pending, to the extent this mark is currently used on the Website for the provision of information services:

Mark	Ser./Reg. No.	Filing/Reg Date	Class	Goods/Services
MISCELLANEOUS DESIGN	75/605721	12/15/98	42	Health care and medical services