



06-28-2000



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**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

Merger Change of Name

Effective Date
Month Day Year

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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

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)

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

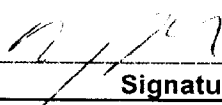
No

Statement and Signature

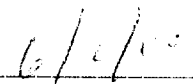
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Michael J. Keller

Name of Person Signing



Signature



Date Signed

Assignment of Trademark

W i t n e s s e s :

Whereas, this Assignment of Trademark is executed and delivered pursuant to the Asset Purchase Agreement dated as of September 17, 1997 (the "Asset Purchase Agreement"), among Advanced Health Corporation, a Delaware corporation ("AHC"), Advanced Health Med-E-Systems Corporation, a Delaware corporation (the "Parent"), Advanced Health Bukstel & Halfpenny Corporation, a Delaware corporation (the "Assignee") and Bukstel & Halfpenny Incorporated, a Pennsylvania corporation (the "Assignor");

Whereas, the Asset Purchase Agreement provides, among other things, for the sale and assignment by the Assignor to the Assignee of the trademark listed on Exhibit A hereto (the "Trademark"), and all applications and registrations with respect thereto, together with all goodwill associated therewith;

Whereas, Assignor is the owner of the right, title and interest in and to, and has adopted, used and is using, the Trademark, which Trademark is registered in the United States Patent and Trademark Office or in any country throughout the world; and

Whereas, Assignee is desirous of acquiring said Trademark and the registration thereof and registration application therefor together with the business and goodwill associated therewith;

Now, therefore, in consideration of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor does hereby convey, sell, transfer, assign and deliver unto Assignee and its successors and assigns forever, all the right, title, interest and claims of Assignor, in, to, relating to and arising under the Trademark and the listed registration thereof and registration application therefor, and any and all renewals and extensions of such Trademark under the laws now or hereafter in force and effect in the United States or in any country throughout the world, together with the goodwill of the businesses connected with the use of and symbolized by said Trademark and the registration identified on Exhibit A, the same to be held and enjoyed by Assignee and its successors and assigns, to their own use and behoof to the end of the term of said Trademark, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment of Trademark had not been made.

2. This Assignment of Trademark is subject to the terms and provisions of the Asset Purchase Agreement, and in the event of any conflict between this Assignment of Trademark and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.
3. This Assignment of Trademark shall be governed by and construed exclusively in accordance with the laws of the State of Delaware (other than the choice of law principles thereof).

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed and its corporate seal, if any, to be hereto affixed as of the 17th day of September, 1997.

Bukstel & Halfpenny
Incorporated



Edward Bukstel
President

State of Nevada :
County of Clark : ss.

On this 17 day of September, 1997, there appeared before me Edward Bukstel, known to me to be the President of Bukstel & Halfpenny Incorporated and such person acknowledged to me that he did execute this Assignment of Trademark.

(Seal)

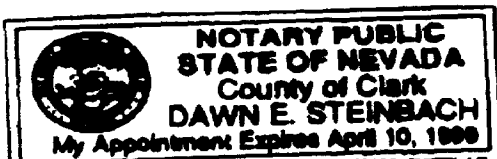
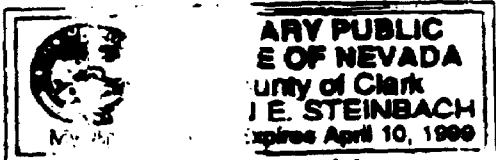

Notary Public

Exhibit A

TRADEMARK

Registered Trademark

DR. CHART

Registration Number

1,889,712

Issuance Date

April 18, 1995