

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

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

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
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

05 01 2000

Name AHN/FIT INTERNET, LLC

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 GALAXY.COM, LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) 113 Seaboard Lane

Address (line 2) Suite A-190

Address (line 3) Franklin

Tennessee

37067

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other Limited Liability Company
- Citizenship/State of Incorporation/Organization Delaware

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.)

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

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TRADEMARK
REEL: 002131 FRAME: 0245

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

Page 2

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

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2339474"/>	<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.)

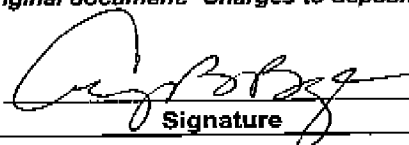
Deposit Account Number: #

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.

Amy B. Berge
Name of Person Signing


Signature

10/10/00
Date Signed

GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE

THIS GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE (the "Bill of Sale"), is dated as of May 1, 2000, by and between AHN/FIT INTERNET, LLC, a Delaware limited liability company ("Internet LLC"), and GALAXY.COM, LLC, a Delaware limited liability company ("Galaxy"). Internet LLC is hereinafter sometimes referred to as "Assignor." Galaxy is hereinafter sometimes referred to as "Assignee." This Bill of Sale is being delivered pursuant to that certain Formation and Contribution Agreement dated as of May 1, 2000, by and between AHN Holdings, LLC and FIT TV Holdings, LLC, (the "Agreement"), and is subject to all of the terms and conditions thereof. Capitalized terms not otherwise defined herein shall have the meanings specified in the Agreement.

Assignor hereby assigns, transfers and conveys unto Assignee, its successors and assigns forever, all of its right, title and interest in the assets related to the Galaxy.com website, as set forth in Schedule A attached hereto (the "Assets").

Assignor hereby constitutes and appoints Assignee its true and lawful attorney, with full power of substitution, in the name of Assignor or otherwise, and on behalf and for the benefit of Assignee: (a) to demand and receive from time to time any and all of the Assets; (b) to give receipts and releases for or in respect of the same or any part thereof; (c) to collect for their account all receivables and other items transferred hereunder; (d) to endorse checks and other instruments; (e) to institute and prosecute, from time to time, in the name of Assignor or otherwise, any and all actions, suits and proceedings which Assignee deems proper to collect, assert or enforce any claim, title, right, debt, note or actions, suits or proceedings in respect to the transferred properties; and (f) to execute such other documents and take such other action as may be necessary from time to time to carry out this Bill of Sale. Assignor hereby declares that the foregoing powers are coupled with an interest and shall be irrevocable.

Assignor covenants and agrees that it will at any time and from time to time do, execute, acknowledge and deliver any and all other acts, deeds, assignments, transfers, conveyances, powers of attorney or other instruments that Assignee reasonably deems necessary or proper to carry out the assignment and conveyance intended to be made hereunder.

This Bill of Sale shall be binding upon and inure to the benefit of Assignor and Assignee and their successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Internet LLC and Galaxy have executed this Bill of Sale effective as of the date first above written.

AHN/FIT INTERNET, LLC

By: FIT TV Holdings, LLC, its Managing Member

By:  _____

Title: SVP _____

GALAXY.COM, LLC

By: AHN Holdings, LLC, its Managing Member

By: _____

Title: _____

NAS517581.1

IN WITNESS WHEREOF, Internet LLC and Galaxy have executed this Bill of Sale effective as of the date first above written.

AHN/FIT INTERNET, LLC

By: FIT TV Holdings, LLC, its Managing Member

By: ____

Title: __

GALAXY.COM, LLC

By: AHN Holdings, LLC, its Managing Member

By: 

Title: __

FORMATION AND CONTRIBUTION AGREEMENT

THIS FORMATION AND CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into as of this 1st day of May, 2000, by and between AHN HOLDINGS, LLC, a Delaware limited liability company (the "AHN Member"), and FIT TV HOLDINGS, LLC, a Delaware limited liability company (the "FIT Member," and together with the AHN Member, the "Initial Members").

RECITALS:

A. The Initial Members have formed AHN/FIT Internet, LLC, a Delaware limited liability company ("AHN/FIT Internet"), pursuant to that certain Operating Agreement dated as of May 7, 1999, as amended and restated by that certain Amended and Restated Operating Agreement dated as of July 1, 1999.

B. The Initial Members desire to (i) have AHN/FIT Internet form a subsidiary company and contribute certain assets thereto, (ii) have AHN/FIT Internet distribute a 50% membership interest in the subsidiary company to each Initial Member, (iii) make contributions to the capital of the subsidiary company, and (iv) make certain other agreements with respect to the business and operations of the subsidiary company, all on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the agreements and covenants hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto agree as follows:

1. FORMATION AND CONTRIBUTION.

1.1 Formation of the Company. The Managing Member of AHN/FIT Internet will form Galaxy.com, LLC, a Delaware limited liability company (the "Company"), by executing and delivering an Operating Agreement and taking all other actions necessary to cause the Company to be formed in accordance with applicable law. On behalf of the Company, the Managing Member of AHN/FIT Internet has filed the Certificate of Formation attached hereto as Exhibit A with the Secretary of State of the State of Delaware. AHN/FIT Internet shall be the sole initial member of the Company.

1.2 Initial Contributions to the Company. AHN/FIT Internet shall transfer, convey, assign and deliver all of its right, title and interest in and to the assets relating to Galaxy.com to the Company as AHN/FIT Internet's initial capital contribution. The Galaxy.com assets are specified on Exhibit B hereto. The Company shall assume the liabilities which are

specified on Exhibit C hereto. The Company will pay all transfer taxes, stamp duties, or other charges and fees imposed in connection with the contribution of assets to it. Subject to the terms and conditions of this Agreement, on the Contribution Date (as defined herein), AHN/FTT Internet shall distribute _____ ownership interests in the Company to each of the Initial Members.

1.3 Additional Contributions. Subject to the terms and conditions of this Agreement, on the Contribution Date (as defined herein), each of the Initial Members shall contribute to the capital of the Company the amount of _____ (each such contribution being referred to herein as an "Additional Contribution"), payable by wire transfer of immediately available funds.

1.4 Effect of Contributions. In exchange for the Additional Contributions, and all capital contributions made by AHN/FTT Internet prior to the Contribution Date, (a) each of the Initial Members shall receive _____ (as defined in the Amended Operating Agreement), and (b) the capital account of each of the Initial Members shall be credited with the amount of the Additional Contribution.

1.5 Contribution Date. The consummation of the transactions contemplated by and described in this Agreement shall take place on or before May 1, 2000, or at such later date as the parties may mutually designate in writing (the "Contribution Date").

2. ADDITIONAL AGREEMENTS.

2.1 Operating Agreement. As of the Contribution Date, the Operating Agreement of the Company shall be amended and restated substantially in the form of the Amended and Restated Operating Agreement attached hereto as Exhibit D (the "Amended Operating Agreement").

2.2 Portal Sponsorship Agreements. As of the Contribution Date, the Company and the FIT Member or an affiliate shall enter into two (2) Portal Sponsorship Agreements, each substantially in the form attached hereto as Exhibit E. Prior to the Contribution Date, the FIT Member shall designate in writing to the Company the other contracting party to each of the two Portal Sponsorship Agreements and the subject matter of the vertical portal communities for such agreements.

3. MISCELLANEOUS PROVISIONS.

3.1 Further Acts and Assurances. At the request of a party, the other party shall execute such additional instruments and take such additional actions as the requesting party may deem necessary to effectuate this Agreement.

3.2 Entire Agreement. This Agreement and the Exhibits and documents delivered pursuant hereto constitute the entire agreement between the parties hereto relating to the subject matter of this Agreement. To be effective, any modification of this Agreement must be in writing and signed by each of the parties hereto.

3.3 Governing Law. The validity and construction of this Agreement shall be governed by the laws of the State of Delaware, notwithstanding its conflict of laws principles.

3.4 Section Headings. The Section headings are for reference only and shall not limit or control the meaning of any provision of this Agreement.

3.5 Exhibits. All Exhibits and documents referred to in or attached to this Agreement are integral parts of this Agreement as if fully set forth herein, and all statements appearing therein shall be deemed to be representations.

3.6 Assignment. No party hereto shall assign this Agreement without first obtaining the written consent of the other parties hereto. Without waiver of the foregoing provisions, all of the rights, benefits, duties, liabilities, and obligations of the parties hereto shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

3.7 No Third Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of each party hereto and their respective successors or permitted assigns, and it is not the intention of the parties hereto to confer third-party beneficiary rights upon any other person.

3.8 Legal Fees and Costs. In the event a party elects to incur legal expenses to enforce or interpret any provision of this Agreement by judicial proceedings, the prevailing party will be entitled to recover such legal expenses, including, without limitation, reasonable attorneys' fees, costs, and necessary disbursements at all court levels, in addition to any other relief to which such party shall be entitled.

3.9 Enforcement of Agreement. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement was not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.

3.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

AHN HOLDINGS, LLC

By: AHN Partners, L.P., its Managing Member

By: America's Health Network, Inc., its Managing General Partner

By: 
Its: _____

FIT TV HOLDINGS, LLC

By: _____
Its: _____

NAS516551B

FORMATION AND CONTRIBUTION AGREEMENT

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

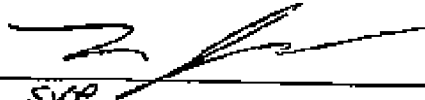
AHN HOLDINGS, LLC

By: AHN Partners, L.P., its Managing Member

By: America's Health Network, Inc., its Managing General Partner

By: _____
Its: _____

FTT TV HOLDINGS, LLC

By: 
Its: SVR

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EXHIBIT A

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 04/24/2000
001219458 - 3220550

CERTIFICATE OF FORMATION

OF

GALAXY.COM, LLC

The undersigned, a natural person of the age of eighteen years or more, acting as organizer of a limited liability company under the Delaware Limited Liability Company Act, adopts the following Certificate of Formation for such limited liability company.

1. **Name:** The name of the limited liability company is GALAXY.COM, LLC. (the "Company").
2. **Registered Office and Agent:** The name and business address of the Company's initial registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805-1297.

Executed on April 11, 2000.


Veronica E. Arroyo, Authorized Person

11/00 09:03 FAX 5873695

GD&M

013

09/28/00 14:46 FAX

GD&M PLLC

015

AHN/FIT Internet, LLC
Galaxy Trademarks
04/05/2000

Trademarks

Filing Date

Appl/Reg No.

Galaxy (word mark)
The Right Search. The Right Stuff. Everytime.

09/13/1996 75/166,194
(search pending)