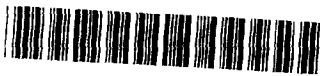


01-28-2002

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U.S. PATENT AND TRADEMARK OFFICE
REGISTRATION OPERATION

Registrant:)
ECHO HEALTH, INC.)
)
Business Address:)
24650 Center Ridge Road)
Suite 160)
Westlake, OH 44145)
)
Reg. No.: 1,651,009)
)
Dated: July 16, 1991)
)
Attorney Docket No.)
MPS 5 0009)

Mark: SIMPLICITY



01-16-2002

U.S. Patent & TMO/ TM Mail Rpt Dt: #74

Class: 36

Cleveland, Ohio 44114
January 16, 2002

ASSIGNMENT TRANSMITTAL LETTER

Box Post Reg Fee
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

1-16-02

Dear Sir:

Please record the attached original document(s) or copy(ies) thereof.

1. Name of Party conveying an interest:

SIMPLICITY PAYMENT HOLDINGS LP, INC.
24601 Center Ridge Road
Westlake, OH 44145-5653

2. Name of Party receiving an interest:

ECHO HEALTH, INC.
24650 Center Ridge Road
Suite 160
Westlake, OH 44145

"Express Mail" Mailing Label Number EL671920096US
Date of Deposit: JANUARY 16, 2002
I hereby certify that this paper or fee is being deposited
with the United States Postal Service "Express Mail
Post Office to Addressee" service under 37 C.F.R. 1.10 on the
date indicated above and is addressed to:
Assistant Commissioner For Trademarks, 2900 Crystal Drive, Arlington, VA 22202.

01/28/2002 DBYRNE

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Hilary M. McNulty
Hilary M. McNULTY

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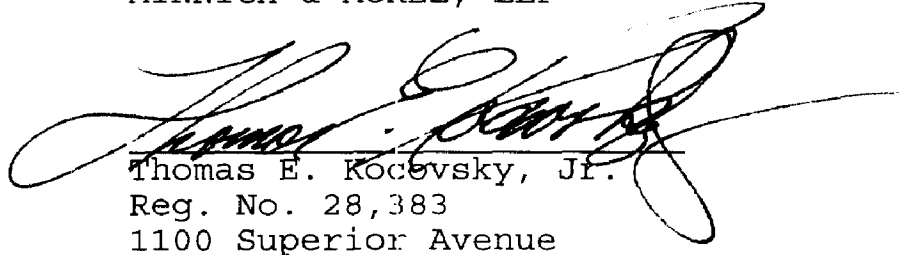
10. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Total Number of pages including cover sheet (3 pages); and document (2 pages); Total: 5 pages.

Respectfully submitted,

FAY, SHARPE, FAGAN,
MINNICH & MCKEE, LLP

16 January 2002
Date



Thomas E. Kocovsky, Jr.
Reg. No. 28,383
1100 Superior Avenue
Seventh Floor
Cleveland, OH 44114-2518
(216) 861-5582



01-16-2002
U.S. Patent & TMOfr/TM Mail Rcpt Dt. #74

ASSIGNMENT OF SERVICE MARK

WITNESSETH:

Whereas, this Assignment of Service Mark is executed and delivered pursuant to the Purchase and Settlement Agreement dated as of February 11, 1998 ("Purchase and Settlement Agreement") between Simplicity Payment Holdings, L.P., a Delaware limited partnership ("Assignor") and ECHO Health, Inc ("Assignee");

Whereas, the Purchase and Settlement Agreement provides, among other things, for the sale and assignment by the Assignor to the Assignee of the registered service mark "Simplicity" being registration number 1,651,009 in the United States Patent and Trademark Office issued July 16, 1991 (the "Service Mark"), and all applications and registrations with respect thereto, together with all goodwill associated therewith; and

Whereas, Assignor is the owner of the right, title and interest in and to, and has adopted and used the Service Mark; and

Whereas, Assignee is desirous of acquiring said Service Mark 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 are 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 Service Mark, and all registrations thereof and registration applications therefor, and any and all renewals and extensions of such Service Mark under the laws now or hereafter in force and effect in the United States and in any other country throughout the world, together with the goodwill of the businesses connected with the use of and symbolized by said Service Mark and the registration identified above, the same to be held and enjoyed by Assignee and its successors and assigns, to their own use to the end of the term of the Service Mark, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment of Service Mark had not been made.

2. This Assignment of Service Mark shall be governed by and construed exclusively in accordance with the laws of the State of Ohio (without giving effect to the choice of law principles thereof).

