

R 102026845
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 3-1-02
- Resubmission (Non Recordation)
- Correction of PTO Error
- Reel # Frame #
- Corrective Document
- Reel # Frame #

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Name
Formerly

Execution Date
Month Day Year

- 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/AKA/TA
Composed of



Address (line 1)

03-01-2002
U.S. Patent & TMO/c/TM Mail Rcpt Dt. #66

Address (line 2)

Address (line 3)
City State/County Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization
- 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.)

03/20/2002 STON11 00000018 75753416
01 FC:481 40.00 OF
02 FC:442 25.00 OF

FOR OFFICE USE ONLY

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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)

<input type="text" value="75/753,416"/>	<input type="text" value="75/754,247"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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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 deposition account are authorized, as indicated herein.

Cheryl A. Withycombe

Cheryl A. Withycombe

3-1-02

Name of Person Signing

Signature

Date Signed

TRADEMARK AGREEMENT

This **TRADEMARK AGREEMENT** (this "Agreement") is entered into as of January 31, 2000 (the "Effective Date") by and between **LANDACORP, INC.**, a Delaware corporation ("Purchaser"), and **HIGH TECHNOLOGY SOLUTIONS, INC.**, a Delaware corporation ("HTS"). Purchaser and HTS are referred to individually herein as a "Party," and collectively herein as the "Parties."

RECITALS

Whereas, HTS owns the Marks (as defined below) relating to the products and services of the Division (as defined below);

Whereas, HTS has used such Marks in commerce in connection with the business of the Division;

Whereas, Purchaser will acquire from HTS substantially all of the assets and intangible rights with respect to the Division pursuant to the Asset Purchase Agreement, dated as of the Effective Date, by and between the Parties;

Whereas, Purchaser intends to continue using the Marks in connection with the business of the Division; and

Whereas, HTS desires to assign to Purchaser the Marks with the goodwill of the business of the Division connected with the use of the Marks in accordance with the terms and conditions set forth in this Agreement.

AGREEMENT

Now, therefore, in full and complete consideration of the promises and covenants set forth in this Agreement, the receipt and sufficiency of which the Parties acknowledge to each other, the Parties agree as follows:

1. DEFINITIONS. As used in this Agreement:

"Division" means the Interactive Healthcare Division of HTS.

"Division Business" means the manufacture, sale, offering for sale, marketing, distribution, advertising and promotion of Internet websites and kiosks together with any products or services that inherently incidental or collateral thereto.

"Marks" means all trademarks, trademark applications, service marks and trade names used in connection with the Division Business and specifically set forth in Exhibit A.

2. ASSIGNMENT.

2.1 Assignment to Purchaser. For good and valuable consideration, receipt of which is hereby acknowledged, HTS does hereby assign to Purchaser all right, title and interest it

has in and to the Marks, together with the goodwill of the Division Business in connection with which the Marks are used.

2.2 No Dilution. It is the intention of the Parties that their marketing of goods and services will not violate, disparage or dilute the rights of the other Party to its respective trademarks, trademark applications, service marks and trade names. Each of the Parties will use reasonable efforts in advertising and promoting its goods and services so as not to associate such goods and services with those of the other Party or with the other Party, in a manner so as to violate, disparage or dilute such rights or to cause confusion.

2.3 Recording. Purchaser may record this Agreement in the United States Patent and Trademark Office pursuant to 15 U.S.C. §1060.

3. GENERAL.

3.1 Relationship of Parties. HTS and Purchaser are independent contractors. This Agreement will not be deemed to create a partnership or joint venture between the Parties. Neither Party has the authority to act on behalf of or bind the other Party.

3.2 Notices and Consents. All notices and consents required or permitted under this Agreement must be in writing and will be effective when delivered (by personal delivery, postage-prepaid U.S. mail, or private courier) as set forth below:

If to HTS:

Mr. Alan R. Stewart
Vice President, Corporate Development
High Technology Solutions, Inc.
9665 Chesapeake Drive, Suite 300
San Diego, CA 92123
Fax: (858) 636-4490

Copy to:

Carlos. D. Heredia, Esq.
Baker & McKenzie
101 West Broadway
12th Floor
San Diego, CA 92101-3890
Fax: (619) 236-0429

If to Purchaser:

Landacorp, Inc.,
4151 Ashford Dunwoody Rd.,
Suite 505, Atlanta, Georgia 30319
Attention: Chief Executive Officer.
Fax: (404) 531-4826

Copy to:

Martin J. Waters, Esq.
Wilson Sonsini Goodrich & Rosati,
650 Page Mill Road,
Palo Alto, California 94304.
Fax: (650) 493-6811

Each Party may change its address for receipt of notices by giving notice of the new address to the other Party.

3.3 Governing Law and Venue. This Agreement shall be deemed entered into in California and construed in accordance with and governed solely and exclusively by the laws of the State of California without regard to conflicts of law principles. The Parties waive objection to venue and consent to the personal jurisdiction of any court of competent jurisdiction in the County of San Diego, California in any action to enforce this agreement or otherwise related to this Agreement.

3.4 Remedies. All rights and remedies under this Agreement are cumulative, may be exercised singularly or concurrently, and will not be deemed exclusive.

3.5 Waivers. The failure of either Party to enforce any provision of this Agreement, unless waived in writing by such Party, will not constitute a waiver of that Party's right to enforce that provision or any other provision of this Agreement.

3.6 Severability. If any provision of this Agreement is held to be unenforceable for any reason, the remaining provisions will remain in full force and effect and the unenforceable provision will be considered modified to the extent necessary to render such provision enforceable under applicable law.

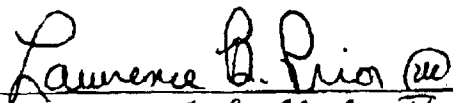
3.7 Counterparts. This Agreement may be executed in identical counterparts, each of which will be an original and which together will constitute the same instrument.

3.8 Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties and supersedes all previous written or oral communications or understandings between them relating to the subject matter of this Agreement. This Agreement may be amended only in a writing signed by both Parties.

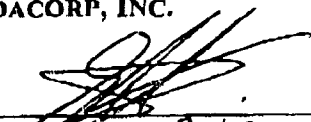
3.9 No Rights to Non-Parties. This Agreement is not intended, nor will it be deemed or construed, to create or confer any rights, including by way of example, but not limitation, third-party beneficiary rights, to any person or entity other than the Parties and their respective affiliates, successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

HIGH TECHNOLOGY SOLUTIONS, INC.


By: LAWRENCE B. PRIOR, III
Its: PRESIDENT & COO

LANDACORP, INC.


By: Stephen P. Kay
Its: COO/CEO

[SIGNATURE PAGE TO TRADEMARK AGREEMENT]

EXHIBIT A

Item	Type	Associated Application / Registration Numbers
HEALTH VIEWS	Trademark	Serial Number 75/753,416
HEALTHVIEWS	Trademark	Serial Number 75/754,247