

R-16-02

D/A

08-22-2002

Form PTO-1594 (Rev. 8/01) OMB No. 0634-0027 Exp. 5/31/2002



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
AmeriChoice Corporation 8-15-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
 Name: **AmeriChoice Alliance, Inc.**
 Internal
 Address: _____

Street Address: **8045 Leesburg Pike, Suite 650**
 City: **Vienna** State: **VA** Zip: **22182**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **Nevada**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **March 20, 2002**

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75/693636

B. Trademark Registration No.(s)
2,497,011
2,532,601

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: **Michael C. Cesarano**
 Internal Address: _____

Street Address: **Akerman, Senterfitt & Eidson, P.A.**
1 S.E. 3rd Avenue

City: **Miami** State: **FL** Zip: **33131-1714**

6. Total number of applications and registrations involved: **13**

7. Total fee (37 CFR 3.41)..... \$ **340**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500951

DO NOT USE THIS SPACE

9. 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.

Michael C. Cesarano *Michael C. Cesarano* August 15, 2002
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

08/21/2002 GTM11 00000101 500951 75693636

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TRADEMARK REEL: 002566 FRAME: 0934

ADDITIONAL REGISTRATION NOS. FOR RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Reg. No. 2,387,411

Reg. No. 2,385,173

Reg. No. 2,532,752

Reg. No. 2,361,944

Reg. No. 2,361,943

Reg. No. 2,361,942

Reg. No. 2,361,941

Reg. No. 2,544,679

Ser. No. 78-072,018

Ser. No. 78-072,040

ASSIGNMENT AGREEMENT

THIS AGREEMENT, effective as of March 20, 2002, is entered into between, AmeriChoice Corporation, a Delaware corporation ("AmeriChoice") and AmeriChoice Alliance, Inc., a Nevada corporation ("Alliance").

WITNESSETH:

WHEREAS, AmeriChoice is the owner of certain trademarks and trade names (the "AC Intellectual Property") related to the health care industry;

WHEREAS, AmeriChoice, as a contribution to the capital stock of Alliance, its wholly owned subsidiary, desires to assign to Alliance all of AmeriChoice's right, title and interest in and to said AC Intellectual Property and the goodwill associated therewith and Alliance desires to accept such assignment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties, intending to be legally bound hereby, agree as follows:

ARTICLE 1 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth as follows:

1.1 "Services" shall mean all services and products offered, provided or sold by AmeriChoice and its subsidiaries under any Trademark Rights.

1.2 "Trademark Rights" shall mean all rights of AmeriChoice in any trademark, trade name or service mark, whether registered or unregistered, including those trademarks set forth on Exhibit A attached hereto and made a part hereof and all registrations and renewals thereof.

ARTICLE 2

ASSIGNMENTS BY AMERICHoice

As a contribution to the capital of Alliance:

2.1 AmeriChoice hereby transfers, conveys and assigns to Alliance

AmeriChoice's entire right, title and interest in and to the AC Intellectual Property, including the Trademark Rights, and the goodwill associated therewith. The assignments set forth in the preceding sentence shall be effected by AmeriChoice's execution of such further and additional documents as may be deemed necessary by Alliance to carry out the purposes and intent of this Agreement.

ARTICLE 3

INVALIDITY OF ANY PROVISION

3.1 The invalidity of any provision or obligation hereunder, or the

contravention thereby of any law, rule or regulation of any state, or federal government or agency, shall not relieve either party from its obligations under, nor deprive either party of the advantages of, any other provisions of this Agreement.

ARTICLE 4

MISCELLANEOUS

4.1 The parties agree that this Agreement will be construed in accordance with


the laws of the State of Delaware, exclusive of its provisions relating to conflicts of laws.

4.2 This Agreement sets forth the entire understanding of the parties relating

to the subject matter contained herein and may not be modified except by a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have, as of the date first above written, duly executed this Agreement in duplicate by their respective duly-authorized officers.

AMERICHoice CORPORATION

By: 
Title: COO

AMERICHoice ALLIANCE, INC.


By: 
Title: Vice President

EXHIBIT A

Trademark Rights

Registered	Registration No.	Registration Date
AMERICHoice	2,385,173	9/12/00
AMERICHoice	2,387,411	9/19/00
AMERICHoice and Design	2,361,944	6/27/00
AMERICHoice and Design	2,361,943	6/27/00
AMERICHoice	2,361,942	6/27/00
AMERICHoice and Design	2,361,941	6/27/00
KIDSCHOICE	2,497,011	10/9/01
KIDSCHOICE	2,532,752	1/22/02
AMERICHoice PERSONAL CARE PLUS	2,532,601	1/22/02
IT'S YOUR HEALTH -- LET'S TALK (assignment from AmeriChoice Health Services filed 4/3/02)	2,544,679	3/5/02

Applications Pending	Appl. Ser. No.	Filing Date
AmeriChoice Personal Care Model (assignment from AmeriChoice Health Services filed 10/8/01)	78-072018	7/2/01
AmeriChoice Personal Care Model (design) (assignment from AmeriChoice Health Services filed 10/8/01)	78-072040	7/2/01
AMERICHoice PERSONAL CARE	75-693,636	4/29/99