

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CYBEAR, LLC	CYBEAR, INC.	07/31/2002	CORPORATION:

## RECEIVING PARTY DATA

Name:	MYDOCONLINE, INC.
Street Address:	1 CHISHOLM TRAIL
Internal Address:	SUITE 450
City:	Round Rock
State/Country:	TEXAS
Postal Code:	78681
Entity Type:	CORPORATION:

## PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1889712	DR. CHART
Registration Number:	2095433	PHYSICIANS' PRESCRIBING NETWORK
Registration Number:	2037390	SMARTSCRIPTS
Serial Number:	75728540	@LAB
Serial Number:	75729212	@RX

## CORRESPONDENCE DATA

Fax Number: (908)231-2626

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 908-231-3190

Email: susan.chwatmyers@aventis.com

Correspondent Name: Margaret H. Bitler

Address Line 1: Route #202-206 North / P.O. Box 6800

Address Line 2: (Mail Stop: BW-D-335)

Address Line 4: Bridgewater, NEW JERSEY 08807-0800

ATTORNEY DOCKET NUMBER:

MYDOCONLINE, INC.

TRADEMARK

900004332

REEL: 002777 FRAME: 0599

CH \$140.00 1889712

NAME OF SUBMITTER:

Margaret H. Bitler

Total Attachments: 4

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TRADEMARK

REEL: 002777 FRAME: 0600

**TRADEMARK ASSIGNMENT**

This Trademark Assignment is entered into this 31st day of July, 2002, by and between Cybear, LLC formerly known as Cybear, Inc., a Delaware corporation and Cybear Acquisition Corp., a Florida corporation (together referred to as "Assignor"), and MyDocOnline, Inc., a Texas corporation ("Assignee").

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement made and entered into as of July 31, 2002 (the "Asset Purchase Agreement") from the sale by Assignor of the Purchased Assets (capitalized terms used herein and not otherwise defined herein shall have the meanings given to such terms in the Asset Purchase Agreement), including certain Assumed Contracts;

B. Assignee desires to acquire Assignor's entire right, title and interest in and to the Trademarks and attached hereto as Exhibit 1;

C. Assignor makes this assignment pursuant to Section 5.2 of the Asset Purchase Agreement; and

D. NOW, THEREFORE, for good and valuable consideration stated in the Asset Purchase Agreement, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Subject to the terms and conditions of the Asset Purchase Agreement, Seller hereby sells, transfer, conveys, assigns and delivers to Buyer, and Buyer hereby purchases, acquires and accepts from Seller, all of Seller's right, title and interest, as of the date hereof, in and to the Trademarks, including the goodwill associated therewith, free and clear of any Encumbrances (other than Permitted Encumbrances).

2. The rights assigned under Section 1 above shall be for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made.

3. From time to time after the date hereof, Assignor will execute and deliver to Assignee such instruments of sale, transfer, conveyance, assignment and delivery, and such consents, assurances, powers of attorney and other instruments as may be reasonably requested by Assignee or its counsel in order to vest in Assignee all right, title and interest of Assignor in and to the Trademarks and otherwise in order to carry out the purpose and intent of this Trademark Assignment.

4. Notwithstanding any other provisions of this Trademark Assignment to the contrary, nothing contained in this Trademark Assignment shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations, or in generally any of the rights and remedies, and any of the obligations and indemnifications of Assignor or Assignee set forth in this Asset Purchase Agreement nor shall this Trademark Assignment expand or enlarge any remedies under the Asset Purchase Agreement including without limitation any limits on indemnification specified

therein. This Trademark Assignment is intended to effect the transfer of certain property transferred pursuant to the Asset Purchase Agreement and shall be governed entirely in accordance with the terms and conditions of the Asset Purchase Agreement.

5. This Trademark Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Delaware without giving effect to its conflicts-of-laws principles.

6. This Trademark Assignment may be executed by the parties herein in separate counterparts and by facsimile, each of which when so executed and delivered shall be an original, but all such counterparts and facsimile shall together constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment  
as of the day and year first written above.


**MyDocOnline, Inc., a Texas corporation**

By:   
Name: MARK R SCHWAB  
Title: CEO

**Cybear, LLC, a Delaware LLC**

By:   
Name: Scott Lodin  
Title: President of ANDA, Inc., its  
Sole Member

**Cybear Acquisition Corp., a Florida corporation**

By:   
Name: Scott Lodin  
Title: President

Section 6.4 to Seller's Disclosure Schedule  
Exhibit 1 to Trademark Assignment

REGISTERED TRADEMARK	SERIAL OR REG. NO.	REG DATE	FILING DATE	CLASS
DR. CHART	1889712	4/18/1995	2/10/1994	9
PHYSICIAN'S PRESCRIBING NETWORK	2095433	9/9/1997	9/30/1993	42
SMARTSCRIPTS	2037390	2/11/1997	9/30/1993	9

PENDING TRADEMARK	SERIAL OR REG. NO.	REG DATE	FILING DATE	CLASS
@LAB	75/728540		6/15/1999	42
@RX	75/729212		6/15/1999	9