

10-16-2003

EET

Docket No.:



LY

4604

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102576301

To the Director of the United States Patent and Trademark Office, please return the attached original documents or copy thereof.

1. Name of conveying party(ies): 10-14-03  
American Health Communications, Inc.

- Individual(s)
- General Partnership
- Corporation-State New Jersey
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 22, 1998

2. Name and address of receiving party(ies):

Name: Health Ink, L.L.C.

Internal Address:

Street Address: 780 Township Line Road

City: Yardley State: PA ZIP: 19067

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company of Delaware

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,133,395 2,242,480  
2,166,988  
2,181,055

Additional numbers  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Norman E. Lehrer, P.C.

Internal Address:

Street Address: 1205 N. Kings Highway

City: Cherry Hill State: NJ ZIP: 08034

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41):.....\$ \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

n/a

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OPR/FINANCE

10/15/2003 LABELER 00000156 214395

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01 FC:0521  
02 FC:0522

40.00 DP  
75.00 DP

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.

Norman E. Lehrer, Esquire

Name of Person Signing

Signature

October 8, 2003

Date

Total number of pages including cover sheet, attachments, and

10

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**BILL OF SALE, ASSIGNMENT  
AND  
ASSUMPTION AGREEMENT**

This **BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "**Assignment**") is made effective as of the ~~21<sup>st</sup>~~ day of December, 1998 (the "Effective Date"), by and between Health Ink, L.L.C., a Delaware limited liability company ("Grantee"), and American Health Communications, Inc., a New Jersey corporation ("Grantor").

**W I T N E S S E T H:**

That Grantor, for the consideration of \$10.00 and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, does by these presents hereby grant, convey, bargain, sell, assign, set over, transfer and deliver unto Grantee, its successors and assigns, subject to the receipt of such third party consents and waivers as may be necessary, all right, title and interest in and to the assets described on Appendix 1 attached hereto (the "Purchased Assets"). \*

Nothing in this Agreement shall be construed as an attempt or agreement to assign (i) any contract, agreement, license, lease, sales order, purchase order or other commitment which is nonassignable without the consent of the other party or parties thereto unless such consent shall have been given or (ii) any contract or claim as to which all the remedies for the enforcement thereof enjoyed by Grantor would not pass to Grantee as an incident of the assignments provided for hereby. In order, however, that the full value of every contract and claim of the character described in clauses (i) and (ii) of this paragraph and all claims and demands on such contracts may be realized, Grantor shall, by itself or by its agents, at the request and expense and under the direction of Grantee, in the name of Grantor or otherwise as Grantee shall specify and as shall be permitted by law, take all such reasonable action and do or cause to be done all such reasonable things as shall in the reasonable opinion of Grantee be necessary or proper (x) in order that the rights and obligations of Grantor under such contracts shall be preserved and (y) for, and to facilitate, the collection of the monies due and payable, and to become due and payable, to Grantor in and under every such contract and claim and in respect of every such claim and demand, and Grantor shall hold the same for the benefit of and pay the same over promptly to Grantee.

**TO HAVE AND TO HOLD** all and singular the Purchased Assets hereby conveyed, transferred and assigned unto Grantee, its successors and assigns forever.

Grantor hereby covenants and agrees with Grantee, its successors and assigns, to execute and deliver to Grantee such other and further instruments of transfer, assignment and conveyance and all such notices, releases, acquittances and other documents and to use its best efforts to secure all such consents and waivers as may be necessary more fully to transfer, assign and convey to and vest in Grantee all and singular the Purchased Assets hereby transferred, assigned and conveyed or intended so to be.

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In consideration of the conveyance of the Purchased Assets contained herein, subject however to the other provisions of this Assignment, Grantee, for the benefit of Grantor, its successors and assigns and the obligees thereunder, hereby expressly assumes and agrees to perform, pay and discharge from the effective date hereof forward, only the following liabilities or obligations of Grantor:

(i) those liabilities or obligations of Grantor which are listed on Appendix 2 attached hereto and incorporated by reference herein; and

(ii) those liabilities or obligations of Grantor which arise under the terms of a contract, agreement, license, lease, sales order, purchase order or other commitment which is listed on Appendix 3 attached hereto and incorporated by reference herein (collectively, the "Contracts").

Notwithstanding any other provision of this Assignment, Grantee is not assuming, and shall not be deemed to have assumed or be in any way liable for or subject to or have any obligation for or with respect to, any liabilities or obligations of Grantor of any kind, nature or description whatsoever, except as expressly provided in the immediately preceding paragraph.

This Assignment shall be governed and construed in accordance with the laws of the State of New Jersey.

This Assignment may be executed in any number of counterparts, each of which for all purposes shall be deemed to be an original and all of such counterparts shall together constitute but one and the same instrument.

Subject to the receipt of such third party consents and waivers as may be necessary, this assignment and the transfer, assignment, conveyance, assumption and indemnity provided for in this Assignment shall be effective at 12:01 a.m. on this date.

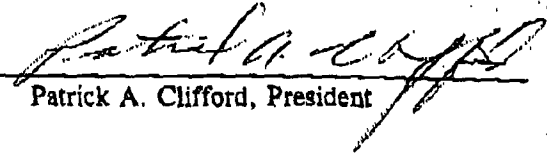
**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.


GRANTEE:

HEALTH INK, L.L.C.,  
a Delaware limited liability company

By:   
Patrick A. Clifford, President

GRANTOR:

AMERICAN HEALTH COMMUNICATIONS,  
INC., a New Jersey corporation

By:   
Craig Ammerman, President

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## Appendix 1

1. All of the assets and properties (wherever located) set forth in a detailed list of plant and equipment as of November 30, 1998 prepared from the accounting records of Grantor and attached hereto as Schedule 2.01A, and all such assets and properties of the business of Grantor as may have been acquired by Grantor after November 30, 1998 which would be included on a list prepared in like manner from such accounting records as of the Effective Date, except any such assets or properties which have been or may be disposed of since November 30, 1998 in the ordinary course of business consistent with past practice.
2. All inventories, inventories of parts, raw materials, work in process and finished goods which are held in connection with, or used or held for use in the business and operations of, the business of Grantor.
3. All drawings, blueprints, specifications, designs and data pertaining to the Purchased Assets.
4. All technology, know-how, designs, devices, processes, methods, inventions, drawings, schematics, specifications, standards, trade secrets and other proprietary information which are held in connection with, or used or held for use in, the business of Grantor.
5. All patents and applications therefor and the licenses thereto, and all trademarks and tradenames, trademark and tradename registrations, service marks and service mark registrations, copyrights and copyright registrations, the applications therefor and the licenses thereto, which are listed or described on Schedule 2.01B hereof and which shall include, without limitation, all rights in and to the names "American Health Communications, Inc." and "Health Ink Publishing Group Co." and all variations thereof, together with the goodwill and the business appurtenant thereto. \*
6. All catalogues, brochures, sales literature, promotional material, samples and other selling material pertaining to the Purchased Assets.
7. All books and records and all files, documents, papers, agreements and other records pertaining to the Purchased Assets.
8. All rights, title and interest of Grantor under all of its contracts, agreements, licenses, leases, sales orders, permits, purchase orders and other commitments (whether oral or written) which Grantee will assume, as listed in Appendix 3 hereof (individually, a "Contract" and collectively, the "Contracts").
9. All lists of past, present and qualified prospective customers of the business of Grantor and distributors of products of the business of Grantor.
10. All goodwill relating to the Purchased Assets.

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11. All governmental establishment and product licenses and permits, approvals, license and permit applications and license and permit amendment applications pertaining to the Purchased Assets.
12. All claims against third parties, whether or not asserted and whether now existing or hereafter arising, related to the Purchased Assets (including, without limitation, all claims based on any indemnities or warranties in favor of Grantor relating to any of the Purchased Assets).
13. All deposits of Grantor, if any (e.g., prepaid rent).

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SCHEDULE 2.01B

LIST OF PATENTS, TRADEMARKS, TRADENAMES,  
SERVICEMARKS, AND COPYRIGHTS

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Section 2.01  
Schedule 2.01B

Trademarks, tradenames, patents and copyrights or service marks.

American Health Communications uses the tradenames Health Ink Communications and Bulletin Publishing Company.

owns no patents or copyrights, or service marks.

American Health Communications owns 13 federal trademarks and is an applicant for two more federal trademarks. In the cases of all owned trademarks, these are names used for company publications. In the case of pending trademarks, these are for names used for Internet services offered by the company and for publications it does or may offer.

TRADEMARKS OWNED:

	Certification of Registration	Serial #	Registered Date
Benefits Management	1,935,035	74-557,545	11/14/95
of Health	1,841,833	74-429,701	06/28/94
Florida Health Care Times	2,003,091	74-005,370	09/24/96
Your Well Being	2,020,688	75-022,948	12/03/96
Health & You	1,770,040	74-315,659	05/11/93
Health Alert	1,921,911	74-484,999	09/26/95
Healthfactor	1,772,971	74-313,722	05/25/93
Healthy Now	2,026,103	74-695,663	12/24/96
Medicare & You	1,703,185	74-143,280	07/28/92
Living Out Healthy	1,922,917	74-501,510	09/26/95
Watch	2,133,395	75-166,348	01/27/98
Healthy Views	2,181,055	75-077,235	08/22/98
Fresh Air Cafe	2,166,988	75-197,820	06/23/98



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TRADEMARK APPLICATIONS PENDING:

	Certification of Registration	Serial #	Application Date
Following Up Healthy		75-329,972	07/24/97
icare Insider		750329,971	07/24/97