

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iKnowMed, Inc.		09/28/2002	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	The StayWell Company
<b>Street Address:</b>	780 Township Line Road
<b>City:</b>	Yardley
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	19067
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2596215	CANCERSOURCE
Registration Number:	2426941	A PARTNERSHIP FOR LIFE

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(817)332-2114
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	tmcorres@hillandhunn.com
<b>Correspondent Name:</b>	Kenneth C. Hill
<b>Address Line 1:</b>	201 Main Street, Suite 1440
<b>Address Line 4:</b>	Fort Worth, TEXAS 76102

<b>ATTORNEY DOCKET NUMBER:</b>	0634MH-42756
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<b>NAME OF SUBMITTER:</b>	Kenneth C. Hill
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<b>Total Attachments: 3</b> source=Assignment Page 1#page1.tif source=Assignment Page 2#page1.tif source=Assignment Page 3#page1.tif
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CH \$65.00 2596215

## ASSIGNMENT OF PROPRIETARY RIGHTS

This Assignment of Proprietary Rights (this "Assignment") is entered into between iKnowMed, Inc., a Delaware corporation ("Seller"), and The StayWell Company, a Delaware corporation ("Buyer"), and is made contemporaneously with the acquisition by Buyer of certain assets of Seller, and is effective as of such acquisition.

### RECITALS

A. Seller and Buyer have entered into an Asset Purchase Agreement dated as of September 30, 2002 (the "Asset Purchase Agreement") under the terms of which Seller intends to sell to Buyer substantially all of the assets related to its CancerSource business including licenses, equipment and furniture, accounts receivable, prepaid expenses, certain intangible assets (including domain names and trademarks), and assign certain related contracts (collectively, the "Purchased Assets") in exchange for the assumption by Buyer of certain liabilities and the payment of monies specified therein.

B. Seller is the exclusive owner of all right, title to, and interest in the patents, patent applications, registered trademarks, trademark applications, registered copyrights and copyright applications set forth on Exhibit A attached hereto (the "Proprietary Rights"), all of which are included in the Purchased Assets (as such term is defined in the Asset Purchase Agreement).

C. Seller desires to transfer and assign all of its right, title to, and interest in the Proprietary Rights to Buyer, and Buyer wishes to acquire the Proprietary Rights from Seller.

### AGREEMENT

NOW, THEREFORE, for the consideration specified in the Asset Purchase Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Buyer all of its worldwide right, title to, and interest in the Proprietary Rights, including without limitation, the United States registrations for any Proprietary Rights and their associated goodwill, and all extensions thereto and re-issues thereof and all foreign counterparts thereto, and all claims for damages and/or injunctive relief by reason of past or future infringement of any Proprietary Rights, by any party or parties, with the right to sue for and collect the same for its own account and use.

For the consideration set forth above, Seller, for itself and its successors and assigns, hereby covenants and agrees that, at any time and from time to time forthwith upon the written request of Buyer, Seller will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, each and all of such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be required by Buyer in order to assign, transfer, set over, convey, assure and confirm unto and vest in Buyer, its successors and assigns, title to the Proprietary Rights.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

IN WITNESS WHEREOF, this Assignment has been duly executed on behalf of Seller by its duly authorized officer as of the date first written above

KNOWMED, INC.

By: Donald W. Simborg  
Name: Donald W. Simborg, M.D.  
Title: Chief Executive Officer

STATE OF Illinois

COUNTY OF COOK

On 9/28/02, before me, Donald W. Simborg personally appeared Donald Simborg, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Eileen F. Downing  
Notary Public in and for said  
County and State

[SEAL]



**EXHIBIT A**

**Trademarks:**

“A PARTNERSHIP FOR LIFE”  
“CANCERSOURCE”

**Registration/Serial Number:**

2,426,941  
2,596,215