

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HealthCentral.com		09/24/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	RxList LLC
Street Address:	500 3rd Street, Suite 535
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94107
Entity Type:	limited liability company: CALIFORNIA

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2410642	RXLIST
Registration Number:	2446063	RX

CORRESPONDENCE DATA	
Fax Number:	(415)217-5910
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(415)434-1600
Email:	amcalister@howardrice.com
Correspondent Name:	Howard, Rice, Nemerovski, Canady, Falk &
Address Line 1:	Three Embarcadero Center, Seventh Floor
Address Line 4:	San Francisco, CALIFORNIA 94111-4024

ATTORNEY DOCKET NUMBER:	12438.0008
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NAME OF SUBMITTER:	Karen S. Frank
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Total Attachments: 3
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CH \$65.00 2410642

CONFIRMATORY ASSIGNMENT AGREEMENT

THIS CONFIRMATORY ASSIGNMENT AGREEMENT (this "Assignment") is effective as of December 12, 2001, by and between HealthCentral.com ("Seller") and RxList LLC ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Assignment Agreement dated as of December 12, 2001 (the "Assignment Agreement") by which Seller assigned to Buyer certain assets, including the Intellectual Property, as defined in that certain Asset Purchase Agreement between the parties dated as of December 6, 2001; and

WHEREAS the parties wish to confirm that the Intellectual Property included the trademarks RXLIST and RX and Design, both for specified services (the "Trademarks"), the United States registrations for the Trademarks (the "Registrations") and the goodwill of the business symbolized thereby (the "Goodwill") and are transferred from Seller to Buyer;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

For good and valuable consideration, the receipt of which is hereby acknowledged, Seller has transferred, effective December 12, 2001, its business to which the trademarks identified below relate, to Buyer, and assigned the entire right, title and interest in and to the Trademarks and Registrations identified below, and the goodwill of the business symbolized thereby:

<u>Mark</u>	<u>Services</u>	<u>Registration No.</u>
RXLIST	Online retail services featuring health, fitness, beauty aids and healthcare related products, prescription drugs, books, videos and CD-ROMs, and for an online database of pharmaceuticals and other medicines; computer services, namely, disseminating information in a wide variety of topics relating to prescription drugs and other medicines over a global computer network; and for providing online interactive communication services	2,410,642

RX Design	Online retail services featuring health, fitness, beauty aids and healthcare related products, prescription drugs, books, videos and CD-ROMs, and for an online database of pharmaceuticals and other medicines; computer services, namely, disseminating information in a wide variety of topics relating to prescription drugs and other medicines over a global computer network; and for providing online interactive communication services	2,446,063
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Seller further hereby confirms that the assignment transferred the Trademarks, the Registrations and the Goodwill free and clear of all encumbrances, and all of Seller's right, title and interest in and to the Trademarks, the Registrations and the Goodwill, including all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement of the rights assigned under the Assignment.

IN WITNESS WHEREOF, the parties have caused this Confirmatory Assignment Agreement to be duly executed on the dates indicated below.

SELLER

BUYER

HEALTHCENTRAL.COM

RX-LIST LLC

By 

By 

Name John Barnard

Name FRED TONEY

Title President and CEO

Title CHAIRMAN

Date September 24, 2004

Date 9/27/04

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On Sept 24th, 2004, before me Natasha Doktorova,
personally appeared John Bernard In, personally known to me or proved to me on
the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument
and acknowledged to me that he executed the same in his authorized capacity, and that by his signature
on the instrument the person, or the entity upon behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.

Natasha Doktorova

Signature of Notary Public

Natasha Doktorova

