

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

06-18-2004

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



102769758

6.804

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)



FOR OFFICE USE ONLY

06/17/2004 NBETACME 0000067 2448957

01 FC:8521

40.00 DP

06-08-2004

U.S. Patent & TMO/TM Mail Rpt Dt. #11

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002992 FRAME: 0910

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

| | | |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

| | | |
|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

James E. Shlesinger



June 8, 2004

Name of Person Signing

Signature

Date Signed

CONSULTING AGREEMENT

MADE this 2nd day of January, 1997

By and Between

RONN R. KELSEY, t/d/b/a INTELLIGENT HEALTH RESEARCH GROUP, with offices at 1548 Douglas Avenue, Clovis, California 93611 (hereinafter called "Consultant")

And

L. DOUGLAS LIOON and JEFFREY D. LIOON (hereinafter collectively called "Lioon"), on behalf of "Intelligent Health, Inc.", a corporation to be formed (hereinafter called "IH"), having offices in care of Douglas Laboratories, 600 Boyce Road, Pittsburgh, Pennsylvania 15205.

WITNESSETH:

WHEREAS, Lioon desires to develop a marketable physician based program as more fully described herein; and

WHEREAS, Lioon intends to form a corporation expeditiously following the execution of this Agreement by the parties hereto; and

WHEREAS, Lioon will substitute such corporation, tentatively to be known as "*Intelligent Health, Inc.*" as a party to this Agreement instead of Lioon; and

WHEREAS, upon the substitution of "Intelligent Health, Inc." for Lioon, Lioon shall have no further liabilities hereunder to Consultant, all of such liabilities to Consultant to be the sole and absolute responsibility and obligation of Intelligent Health, Inc.; and

WHEREAS, Consultant has agreed to provide the program, strategies and additional development to complete a marketable physician program as more fully described herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

1. The recitals set forth above are hereby incorporated by reference as if more fully set forth herein.

2. Consultant and his staff, with the cooperation of IH and Mr. Peter Wilfert, will complete the development of the Intelligent Health care program that fits the strategic direction of IH and builds the best base for future growth as well as aids in the implementation and development of a physician distribution system and the marketing of the IH's Intelligent Health programs and associated products and services. Consultant also further agrees that there are ten (10) key factors for success of the program, the performance of which Consultant shall be responsible for, as follows:

- a. Product Formulation;
- b. Internet Site Development;
- c. Risk Management Triggers by Disease State;
- d. Doctor's Protocol;
- e. CPT. Codes and Recommendations Model;
- f. Clinical Study Protocol Development;
- g. Communications Components;
- h. Blood Tests for Health Risk Assessment Screen and Advanced Analysis;
- i. Technical Writing Support; and
- j. Physicians' Compensation and Marketing Approach.

3. As a condition precedent to any obligation of Lioon and/or IH hereunder, there must be a full and complete assignment by Consultant to IH of all of Consultant's right, title and interest in and to the following:

a. the name "Intelligent Health";

b. except as otherwise provided in paragraph 7(a) of this agreement, any and all trademarks or other intellectual property associated with the name "Intelligent Health", relative to the Physician Based Preventative Medicine Program;

c. the domain site to the program;

d. strategies and completed components, including, but not limited to, Consultant's INFOBASE program set up and data (nothing set forth herein shall be construed to prohibit Consultant from maintaining a copy of the program set up and the data that he is obligated to convey to IH hereunder; provided, however, that Consultant, during the term of this Agreement, and for a period of one (1) year thereafter, within the United States of America, shall not compete, directly or indirectly, with Lioon, any business owned by Lioon or with IH in any such entity's utilization of the program, strategies and additional development to complete a marketable physician based program as outlined in paragraph 2 above).

4. The initial term of this Agreement (hereinafter called "Phase I") shall be for a period of six (6) months from the date hereof. During Phase I, the Consultant agrees to provide the program, strategies and additional development to complete a marketable physician based program (as outlined in paragraph 2 above) and, further, to commence test marketing of the program. The next phase of the contract (hereinafter called "Phase II") shall be for an additional two (2) months unless Lioon and/or IH gives Consultant thirty (30) days written notice of the termination of Consultant's services hereunder. During Phase II, Consultant agrees to complete the test marketing of the program.

Following completion of the Consultant's duties under Phase II, Phase III of the Agreement will commence and will consist of Consultant and his staff being personally available to provide a minimum of fifty (50) hours of support per month with respect to the completed program and

to enhance, support and upgrade this program and to provide further development of the same, including aid in developing the distribution system for the life of the program. Phase III shall consist of a period of six (6) months commencing at the completion of Phase II. Phase IV shall be for an indeterminate term commencing upon the expiration of Phase III. Consultants duties and obligations under Phase IV shall be a continuation of his duties and obligations under Phase III. All Phases are subject to termination by either party hereto, with or without "cause", upon ninety (90) days written notice to the other party of such termination.

5. As compensation for his duties under Phase I and Phase II of this Agreement, Consultant's fee shall be the sum of Ten Thousand Dollars (\$10,000.00) per month, the first such installment of Ten Thousand Dollars (\$10,000.00) being due and payable at the start of program development and all subsequent payments being due and payable within ten (10) working days of the first of each succeeding month.

Consultant's compensation for the performance of his duties under Phase III of this Agreement shall be the sum of One Hundred Dollars (\$100.00) per hour; provided, however, that if **collected** sales reach the sum of One Hundred Twenty-five Thousand Dollars (\$125,000.00) per month during Phase III, Consultant, in lieu of hourly compensation, shall be compensated for his services thereafter performed in Phase III at the rate of Five Thousand Dollars (\$5,000.00) per month base compensation, plus four percent (4%) of all **collected** sales in excess of One Hundred Twenty-five Thousand Dollars (\$125,000.00) per month. If this Agreement extends past Phase III, Consultant's compensation during Phase IV shall be based solely on the following commission schedule on monthly **collected** sales:

- a. four percent (4%) of the first million dollars;
- b. two percent (2%) of the second million dollars;

- c. one percent (1%) of the third million dollars through the tenth million dollars;
- d. one and one-half percent (1.5%) on all sales over \$10,000,000.00.

6. In the event that this Agreement is terminated by reason of the Consultant's continuing disability (as that term is defined in the rules and regulations, in effect from time to time, of the Social Security Administration), or Consultant's death, or with cause by Lioon and/or IH, Lioon and/or IH will pay commissions at the rate of one-half (1/2) of that which would have been paid to Consultant, had Consultant been able to perform his duties under this Agreement, to those person or persons designated by Consultant in writing to Lioon and/or IH. In the event that no such beneficiary is so designated and on file with Lioon and/or IH, such one-half (1/2) of the commission payments will be made to the Consultant, in the case of termination by Lioon and/or IH with cause, or to the Consultant's guardian, in the case of the Consultant's continuing disability, or to the Consultant's estate, in the case of Consultant's death. Said obligation of Lioon and/or IH to make the payment of one-half (1/2) of the commission structure to the Consultant's guardian or beneficiary, as the case may be, shall extend for a period of ten (10) years, and no longer, for any combination of termination without cause by Lioon or IH and/or continuing disability and/or death of the Consultant; provided, however, that Lioon and/or IH shall have the option, at any time, to satisfy this obligation in full to the persons designated above by the payment of a lump sum to them in an amount equal to four (4) times the total commissions paid under this Agreement for the twelve (12) months immediately preceding the exercise of such option.

If this agreement is terminated by Lioon or IH for cause, Lioon and/or IH, as the case may be, shall be entitled to set off against any of their obligations due hereunder any damages, costs, or expenses, (including attorney's fees and costs) suffered or incurred by Lioon and or IH as a result of the activities of Consultant which constituted the "cause" for such termination.

In the event that either Lioon or IH terminate this agreement without cause, Consultant, Consultant's designee, as the case may be, shall be entitled to 100% of commission structure, for a period of five (5) years following such termination and 1/2 commission structure, for a the next five (5) years period, subject to the option to satisfy the obligation in full set forth immediately above.

7. a. At all times during any Phase of this Agreement, the Consultant is free to work the hours of his own choosing, all without the direction or control of Lioon and/or IH. At no time shall Consultant represent to anyone that either he or any of his employees are employees or agents of Lioon or IH. Consultant hereby acknowledges that he is not an employee, servant, or agent of Lioon or IH, and at all times during any Phase hereof, Consultant will be acting as an independent contractor who is free to set his own hours of work and determine his own manner of discharging his duties under this Agreement. Consultant acknowledges that neither he nor any of his employees are entitled to any fringe benefits provided by Lioon and/or IH to their employees. As such, Consultant acknowledges that he has no worker's compensation rights against either Lioon, IH or Lioon's or IH's insurance carrier relating to the same. Consultant agrees to provide such worker's compensation coverage for himself and his staff at Consultant's sole cost and expense. Consultant is not restricted from hiring anyone that the Consultant deems fit, at the Consultant's sole cost, expense and control, to assist the Consultant in the discharge of the Consultant's duties under this Agreement. So long as the same does not directly or indirectly conflict with the program being provided by Consultant and Consultant's staff hereunder, or Lioon's or IH's programs, marketing or sales, Consultant shall be under no restrictions as to the number of other accounts represented by Consultant, including, but not limited to, the Consultant's continuing right to his health care and business consultation and/or his right to produce materials and books relative to health care and/or prevention. Consultant agrees to take greater-than-average care in order to

prevent any conflict, direct or indirect, with Lioon's and IH's programs, marketing or sales efforts.

Consultant agrees to disclose any possible conflicts of which Consultant has knowledge to Lioon and IH prior to starting a project for a third party.

b. Lioon or IH, as the case may be, agrees to reimburse Consultant for any reasonable expenses incurred in the course of the performance of his duties hereunder; provided, however, that such expenses must be approved, in advance, in writing, by Lioon and/or IH. This includes development costs for items (a) - (j) of paragraph 2 above for which Consultant will submit a budget for pre-approval.

8. a. Neither Consultant nor Consultant's staff will, during any of the terms of this Agreement, or thereafter, disclose to others for use, except as authorized by Lioon and IH, any of Lioon's or IH's confidential, technical or other confidential business information. "Confidential, technical or other confidential business information" means, by way of example and not by way of limitation, sales volume, sales methods, any information concerning the program developed pursuant to this Agreement by either Lioon or IH or by Consultant and Consultant's staff for Lioon and/or IH, the identity of the customers of Lioon and IH, the identity of key purchasing personnel in the employ of such customers, the amount or kind of such customer's purchases, Lioon's and IH's sources of supply, the prices that Lioon and IH pays for their raw materials or improvements to or applications of the products sold by Lioon and IH. Such information shall be considered to be confidential, whether or not it is written or in some other tangible form, including, but not limited to, computer media. In addition to the enumerated items set forth above, "confidential, technical or other confidential business information" is all information which (a) is not generally available to the public, and (b) gives one who uses it an advantage over competition. Upon termination of Consultant's services hereunder, Consultant must surrender to Lioon and/or IH any and all items of a confidential nature relating to their

businesses or their subsidiaries, including, but not limited to, customer lists, manuals, documents, computer media, and the like (and all copies thereof) that Consultant or any of his staff have in their possession. It is expressly understood and agreed that the confidentiality covenant set forth herein shall survive the termination of Consultant's services hereunder, regardless of whether or not such termination is for cause, and that Consultant and Consultant's staff shall be bound thereby following such termination. If the scope of any restriction contained in this paragraph or paragraph 2 of this Agreement is too broad to permit enforcement of any such restriction to its full extent, then such restriction shall be enforced to the maximum extent permitted by law and Consultant hereby consents and agrees that such scope may be judicially modified accordingly in any proceeding brought to enforce such restriction. Consultant acknowledges that Lioon's and IH's remedies at law for any breach by Consultant or by Consultant's staff of this confidentiality agreement or the covenant against competition set forth in paragraph 2 will be inadequate and that Lioon and IH shall be entitled to injunctive relief against Consultant and/or Consultant's staff in the event of any such breach.

b. Consultant agrees that the sole jurisdiction to enforce the confidentiality covenant set forth in paragraph 7 of this Agreement and the covenant against competition set forth in paragraph 2 of this Agreement, shall be in the Court of Common Pleas of Allegheny County, Pennsylvania, and by executing this Agreement, Consultant hereby consents to and acknowledges that the in personam and subject matter jurisdiction shall be exclusively in said court with respect to any matters arising out of the confidentiality and competition covenants of this Agreement.

c. This confidentiality agreement shall bind not only Consultant but also all of Consultant's staff and Consultant will have each of them sign an acknowledgment to that effect. Original of said acknowledgment will then be immediately forwarded to IH's main offices to the attention of the Comptroller.

d. It is understood and agreed that Lioon and IH and/or their principals and/or their licensors, as the case may be, have the sole and exclusive right in and to any and all trademarks and trade names and in and to any and all material used in the promotion of Lioon's and IH's products, even though such trademarks or trade names may have been developed by Consultant or Consultant's staff.

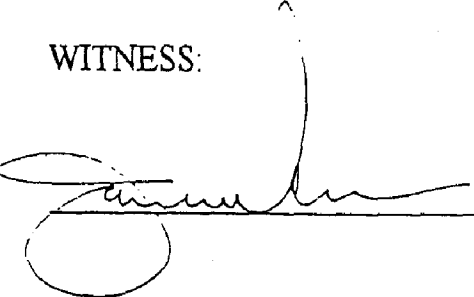
9. All notices required to be given hereunder shall be deemed to have been properly given: (i) if hand delivered, effective upon delivery; (ii) if mailed, effective three (3) days after mailing by United States registered or certified mail, return receipt requested, postage prepaid; (iii) if sent by a nationally recognized overnight delivery service, effective one (1) day after delivery to such courier; or (iv) if sent by facsimile transmission, effective upon confirmation of transmission. Such notices shall be sent to the parties hereto at the addresses initially provided above or to such other address as a party hereto shall designate in writing to the other.

10. Except for a breach of the confidentiality agreement and covenant against competition, in which sole and exclusive personal and subject matter jurisdiction is in the Court of Common Pleas of Allegheny County, Pennsylvania, as set forth above in greater detail, Consultant agrees that any controversy, dispute, or claim arising out of, or in connection with, or in relationship to the interpretation, performance or breach of this Agreement, shall be finally determined by common law arbitration conducted in Pittsburgh, Pennsylvania, in accordance with existing rules for commercial arbitration of the American Arbitration Association. Any judgment upon any award rendered by an arbitrator in such proceedings may be entered in and enforced in any state or federal court having jurisdiction thereof. The parties intend that this Agreement to arbitrate is valid, enforceable and irrevocable.

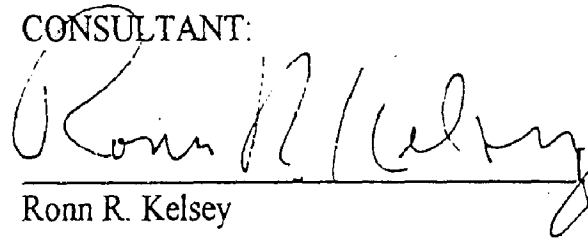
11. Both parties agree to treat a fax copy of this Agreement as an original document.

WITNESS the due execution hereof the day and year first above written.

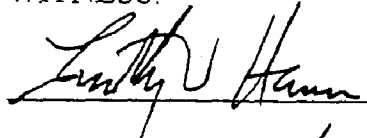
WITNESS:

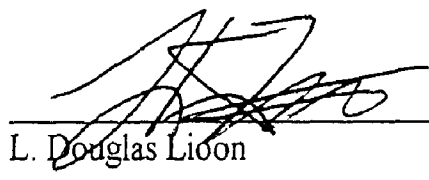


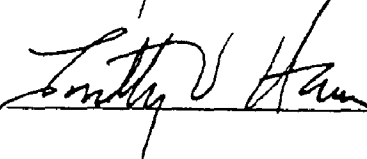
CONSULTANT:

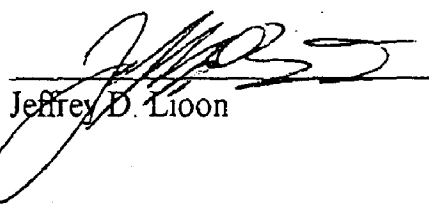

_____ [SEAL]
Ronn R. Kelsey

WITNESS:




_____ [SEAL]
L. Douglas Lioon




_____ [SEAL]
Jeffrey D. Lioon

Intelligent Health Clinical Development Program, Estimated Costs

| Development Month | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 | Month 7 | Month 8 | Month 9 | Month 10 | Month 11 | Month 12 | Department Totals |
|---------------------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-------------------|
| Action Item: | | | | | | | | | | | | | |
| Formulation | | | | | | | | | | | | | |
| Internet Development | \$5,150 | \$5,000 | \$5,000 | | \$1,450 | \$1,450 | \$1,450 | \$1,450 | \$1,450 | \$1,450 | \$1,450 | \$1,450 | \$26,750 |
| Risk BioAngiols | \$2,500 | | \$2,500 | | | | | | | | | | \$5,000 |
| Doctors Protocol | | | | | | | | | | | | | |
| Billing Model CPT. | | \$1,500 | \$1,500 | \$1,500 | | | | | | | | | \$4,500 |
| Internet Comm. Bio | \$2,500 | \$2,500 | | | | | | | | | | | \$5,000 |
| Good testing | | | | | | | | | | | | | |
| Physician Comp. | | \$500 | | | | | | | | | | | \$500 |
| Dr. Blumberg | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$12,000 |
| Consultation | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$10,000 | \$5,000 | \$5,000 | \$5,000 | \$5,000 | \$100,000 |
| Clin. Study Bio Stats | \$1,000 | \$1,000 | \$1,000 | | | | | | | | | | \$5,000 |
| Travel | \$3,000 | \$2,500 | \$2,000 | \$1,000 | \$1,000 | \$1,000 | \$1,500 | \$1,500 | \$1,000 | \$1,000 | \$1,000 | \$1,000 | \$17,500 |
| Internet Fee's | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | \$100 | |
| Monthly Totals | \$25,250 | \$21,600 | \$25,600 | \$13,600 | \$13,550 | \$13,550 | \$15,050 | \$15,050 | \$8,550 | \$8,550 | \$8,550 | \$8,550 | \$113,450 |
| Year Total | | | | | | | | | | | | | \$177,450 |
| Other possible expense | | | | | | | | | | | | | |
| Technical Writing | | \$2,000 | \$4,000 | \$5,000 | \$5,000 | \$3,000 | \$3,000 | | \$2,000 | | | | \$24,000 |
| Internet Site Graphics | | \$3,500 | \$5,000 | \$5,000 | \$5,000 | \$1,500 | | | \$2,000 | | | | \$22,000 |
| E-Mail Marketing ? | | | \$1,500 | \$1,500 | | | | | | | | | |
| Monthly Totals with Adds | \$25,250 | \$27,100 | \$34,600 | \$23,600 | \$23,550 | \$18,050 | \$18,050 | \$15,050 | \$12,550 | \$8,550 | \$8,550 | \$8,550 | \$152,450 |
| Total with Adds | | | | | | | | | | | | | \$223,450 |

Draft 1/4/97