

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Women's Health care Consultants, Inc.		03/18/2005	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Health Newsletters Direct, LLC
<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>	Limitae Liability Company: DELAWARE

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Serial Number:	78432541	HEALTHCLICKS
Registration Number:	2766276	REGARDING HEALTH OUTBOUND
Registration Number:	2281819	HEALTHY DECISIONS FOR WOMEN
Registration Number:	2281820	IN TOUCH WITH HEALTH
Registration Number:	2299105	REGARDING CHILDREN
Registration Number:	2363966	REGARDING WOMEN & HEALTHCARE
Registration Number:	2497456	MAKE HEALTH HAPPEN
Registration Number:	2470146	TRACKING MADE SIMPLE
Registration Number:	2532518	WEBVERSION COMPANION
Registration Number:	2595108	ABOUT YOUR HEALTH
Registration Number:	2596207	HEALTH BRIEFS
Registration Number:	2662938	HEALTHY DECISIONS
Registration Number:	1953891	HEALTHY DECISIONS
Registration Number:	2863019	WOMEN'S FOCUS ON HEALTH

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Registration Number:	2171885	ACTIVE & HEALTHY
Registration Number:	2323645	HEALTH ON TARGET
Registration Number:	2346685	REGARDING HEALTH
Registration Number:	2636752	HEALTH NEWSLETTERS DIRECT

**CORRESPONDENCE DATA**

Fax Number: (817)332-2114

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

Phone: 817-332-2113

Email: tmcorres@hillandhunn.com

Correspondent Name: Kenneth C. Hill

Address Line 1: 201 Main Street

Address Line 2: Suite 1440

Address Line 4: Fort Worth, TEXAS 76102

NAME OF SUBMITTER:	Kenneth C. Hill
Signature:	/kennethchill42855/
Date:	04/11/2005

**Total Attachments: 3**

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## **ASSIGNMENT OF PROPRIETARY RIGHTS**

This Assignment of Proprietary Rights (this "Assignment") is entered into between Women's Health Care Consultants, Inc. d/b/a Health Newsletters Direct, an Illinois corporation ("Seller"), and Health Newsletters Direct, LLC, a Delaware limited liability company ("Purchaser"), and is made contemporaneously with the acquisition by Purchaser of certain assets of Seller, and is effective as of such acquisition.

### **RECITALS**

A. Seller, Purchaser and the other parties thereto have entered into an Asset Purchase Agreement dated as of March 10, 2005 (as amended, restated, supplemented or otherwise modified from time to time, the "Asset Purchase Agreement") providing, subject to the terms and conditions set forth therein, for the sale, transfer, conveyance, assignment and delivery by Seller to Purchaser of all of Seller's right, title and interest in and to the Purchased Assets (as defined therein) in exchange for the assumption by Purchaser 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 Purchaser, and Purchaser 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, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby grant, bargain, transfer, sell, assign, convey and deliver to Purchaser all of its worldwide right, title to, and interest in the Proprietary Rights, including without limitation, the United States registrations for the 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 the 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 Purchaser, 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 Purchaser in order to assign, transfer, set over, convey, assure and confirm unto and vest in Purchaser, its successors and assigns, title to the Proprietary Rights.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Delaware as applied to contracts executed in and to be performed in the State of Delaware.

To the extent there is a conflict between the terms and provisions of this Assignment and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

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

WOMEN'S HEALTH CARE CONSULTANTS, INC  
d/b/a HEALTH NEWSLETTERS DIRECT

1603 Orrington Avenue, Suite 1200  
Evanston, Illinois 60201  
Attn.: Sally Rynne  
Telecopier No.: \_\_\_\_\_

By: Sally Rynne  
Name: Sally Rynne  
Title: President/CEO

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook

On March 18, 2005, before me, SARAH PRITSE, personally appeared Sally Rynne, 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.

Sarah C. Pritse  
Notary Public in and for said  
County and State



**EXHIBIT A**

<b><u>Trademarks</u></b>	<b><u>Registration/Serial Number</u></b>
"REGARDING HEALTH OUTBOUND"	2,766,276
"HEALTHY DECISIONS FOR WOMEN"	2,281,819
"IN TOUCH WITH HEALTH"	2,281,820
"REGARDING CHILDREN"	2,299,105
"HEALTH ON TARGET"	2,323,645
"REGARDING HEALTH"	
"REGARDING WOMEN AND HEALTHCARE"	2,363,966
"MAKE HEALTH HAPPEN"	2,497,456
"TRACKING MADE SIMPLE"	2,470,146
"WEBVERSION COMPANION"	2,532,518
"ABOUT YOUR HEALTH"	2,595,108
"HEALTH BRIEFS"	2,596,207
HEALTH NEWSLETTERS DIRECT	2,636,752
"HEALTHY DECISIONS"	2,662,938
	1,953,891
"WOMEN'S FOCUS ON HEALTH"	2,863,019
"ACTIVE & HEALTHY"	2,171,885
"HEALTHCLICKS"	N/A (in progress)