

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made as of January 31, 2005 (the "Effective Date"), by and between MyHealthBank, Inc., a Delaware corporation ("Assignor") and Quality Care Solutions, Inc., a Nevada corporation ("Assignee"). Except as otherwise defined herein, the terms used herein shall have the meanings set forth in the Asset Purchase Agreement dated as of January 26, 2005 (the "Asset Purchase Agreement") among Assignor, as the Seller, Assignee, as the Purchaser, and certain shareholders of Assignor.

For and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration the receipt and sufficiency of which hereby are acknowledged, and of the mutual covenants herein contained, the parties hereto hereby agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee, its successors and assigns, absolutely and forever as of the Effective Date, its entire right, title and interest, whether statutory or at common law, in and to the trademarks set forth in Schedule 1 attached hereto (the "Marks"), together with the goodwill of the business symbolized by the Marks throughout the world, and such other trademarks, service marks, trade names and trade dress as may be owned by Assignor and used in connection with the Marks, and all registrations and pending applications therefor, in the United States of America, its territories and possessions, and foreign countries, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. As of the Effective Date, all right, title and interest in the Marks shall be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made. Without limitation to the foregoing, Assignor assigns with the Marks all associated income, royalties, damages and payments due from or payable by any third party (including, without limitations, damages and payments for past, present, or future infringements or misappropriations thereof) and any and all corresponding rights that, now or hereafter, may be secured throughout the world.

3. Assignor agrees to execute further papers and to do such other acts as may be reasonably necessary and proper to vest full title in and to the Marks in Assignee.

4. Assignor agrees and undertakes that it will not engage in any of the following activities, and it will not facilitate or assist any other person or entity to: (1) challenge the validity of this Agreement; (2) oppose or otherwise challenge any registrations, renewals, or applications for registration of the Marks in the U.S. or any other country in the name of Assignee; (3) challenge Assignee's rights to use, license or otherwise deal with the Marks in the U.S. or any other country; or (4) use the Marks (or any substantially identical or deceptively similar trademarks) in the U.S. or any other country after the date of this Assignment, unless Assignor has the express, written authorization of Assignee to do so.

5. Assignor hereby represents and warrants that it has full right to convey the entire right, title and interest in the Marks herein assigned.

6. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon, or give to, any party other than Assignor or Assignee, or their respective successors or assigns, any remedy or claim under or by reason of this Agreement or any terms, covenants or conditions hereof, and all of the terms, covenants and conditions, promises and agreements in this Agreement shall be for the sole and exclusive benefit of Assignor and Assignee and their respective successors and assigns.

7. This Agreement is subject in all respects to the terms and conditions of the Asset Purchase Agreement, and all of the representations, warranties, covenants and agreements of Seller and Purchaser contained therein, all of which shall survive the execution and delivery of this Agreement in accordance with the terms of the Asset Purchase Agreement. Nothing contained in this Agreement shall be deemed to supersede, diminish, enlarge or modify any of the obligations, agreements, covenants, or warranties of Seller and Purchaser contained in the Asset Purchase Agreement.

8. This Agreement may be executed in counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

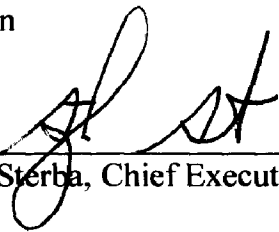
9. This Agreement shall be governed and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of the State of Arizona.

[Signatures to appear on the following page]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized officers as of the date first above written.

ASSIGNOR

MYHEALTHBANK, INC., a Delaware corporation

By: 
Steve Sterba, Chief Executive Officer

ASSIGNEE

QUALITY CARE SOLUTIONS, INC., a Nevada corporation

By: _____
David M. Engert, Chief Executive Officer

677246v2

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be executed by their duly authorized officers as of the date first above written.

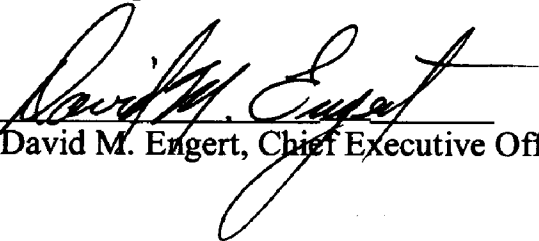
ASSIGNOR

MYHEALTHBANK, INC., a Delaware corporation

By: _____
Steve Sterba, Chief Executive Officer

ASSIGNEE

QUALITY CARE SOLUTIONS, INC.,
a Nevada corporation

By:  _____
David M. Engert, Chief Executive Officer

ACKNOWLEDGMENTS

STATE OF ARIZONA)
)ss:
County of Maricopa)

The foregoing instrument was acknowledged before me this 28th day of January, 2005, by David M. Engert of Quality Care Solutions, Inc., a Nevada corporation, on behalf of the corporation.



Katharine M. Ortman
Notary Public

STATE OF OREGON)
)ss:
County of Multnomah)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by Steve Sterba of MyHealthBank, Inc., a Delaware corporation, on behalf of the corporation.

Notary Public

ACKNOWLEDGMENTS

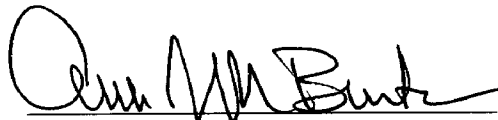
STATE OF ARIZONA)
)ss:
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 2005, by David M. Engert of Quality Care Solutions, Inc., a Nevada corporation, on behalf of the corporation.

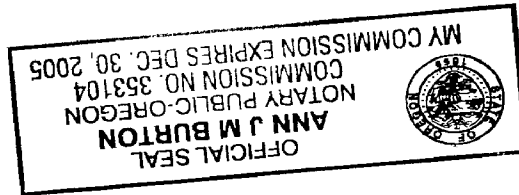
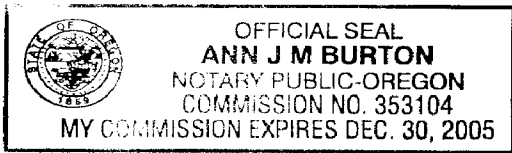
Notary Public

STATE OF OREGON)
)ss:
County of Multnomah)

The foregoing instrument was acknowledged before me this 26 day of January, 2005, by Steve Sterba of MyHealthBank, Inc., a Delaware corporation, on behalf of the corporation.



Notary Public



Schedule 1

Marks

Mark	Registration No.	Serial No.	Filing Date	Registration Date
MYHEALTHBANK	2,521,200	76/009,833	3/24/2000	12/18/2001

677246v2

RECORDED: 02/18/2005

**TRADEMARK
REEL: 003132 FRAME: 0039**