

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
FaxWatch Strategic Information Services, Inc.		09/16/2005	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	FWI, Inc.
Street Address:	8502 Princess Drive
Internal Address:	Suite 200
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2901348	FWI
Registration Number:	2811543	FWI
Registration Number:	2193541	FAXWATCH
Registration Number:	2113183	HEALTH CARE BUSINESS DAILY
Registration Number:	2592555	WHAT YOU NEED TO KNOW
Serial Number:	76549588	FWI

CORRESPONDENCE DATA

Fax Number: (615)742-0410
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 615-742-7760
 Email: trademarks@bassberry.com
 Correspondent Name: Robert L. Brewer
 Address Line 1: 315 Deaderick Street

CH \$165.00 2901348

Address Line 2: Suite 2700
Address Line 4: Nashville, TENNESSEE 37238

ATTORNEY DOCKET NUMBER:

108157-175

NAME OF SUBMITTER:

Robert L. Brewer

Signature:

/Robert L. Brewer/

Date:

11/03/2005

Total Attachments: 6
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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made and entered into on September 16, 2005 (the "Effective Date"), by and between FWI, Inc., a Delaware corporation (the "Assignee"), and FaxWatch Strategic Information Services, Inc., an Arizona corporation (the "Assignor"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in that certain Asset Purchase Agreement, dated as of September 16, 2005, by and among Assignor, Assignee and John Marchica (the "Agreement"), unless otherwise defined herein.

WHEREAS, pursuant to the Agreement, Assignor agreed to sell, transfer, convey, assign, grant and deliver to Assignee, all rights, title and interest in and to the Intellectual Property Assets and the Proprietary Assets (each as defined in Section 2.17 of the Agreement), including without limitation, the trademarks and service marks identified on Exhibit A attached hereto (collectively, the "Marks"), and the domain names set forth on Exhibit B attached hereto (the "Domain Names"), together with all goodwill associated with the Marks and the Domain Names or related thereto;

WHEREAS, this Agreement is contemplated by Sections 1.7(a)(ii) and 1.7(b)(iv) of the Purchase Agreement; and

WHEREAS, Assignor now desires to transfer all rights, title and interest in and to the Intellectual Property Assets and Proprietary Assets, together with any goodwill related thereto, to Assignee, including without limitation, the right to sue for and remedies against past, present, and future infringements of the Intellectual Property Assets and Proprietary Assets, the right of priority and protection of interests in the Intellectual Property Assets and Proprietary Assets under the laws of any jurisdiction worldwide.

NOW, THEREFORE, in consideration of the Assignee's delivery of the Purchase Price pursuant to the terms of the Agreement, the foregoing premises and mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Assignor hereby assigns, conveys, transfers and delivers to Assignee, and Assignee hereby accepts from the Assignor, all worldwide rights, title and interest in and to the Intellectual Property Assets and Proprietary Assets, together with any goodwill related thereto, including without limitation the right to sue for and remedies against past, present and future infringement of the Intellectual Property Asset and the Proprietary Assets and the right of priority and protection of interests in the Intellectual Property Assets and Proprietary Assets under the laws of any jurisdiction worldwide.

If any Mark is the subject of an application based on Assignor's bona fide intent to use the Mark in commerce, Assignor hereby represents that Assignee is the successor to the portion of Assignor's ongoing and existing business to which the application and the Mark pertain.

Assignor further covenants that Assignee will, upon request and without further consideration, be provided promptly with all pertinent facts and documents relating to the

Intellectual Property Assets and Proprietary Assets and all legal equivalents as may be known or accessible to Assignor.

Notwithstanding the foregoing, nothing in this Assignment shall have the effect of assigning any Excluded Assets (as defined in the Agreement).

This Assignment is not intended to and shall not in any way to supersede, modify or qualify any provision of the Agreement.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in all respects, including validity, interpretation and effect, in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of laws thereof.

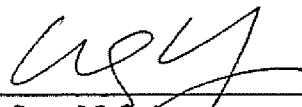
This Assignment may be signed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

[Signature Page(s) Follow.]

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE:

FWI, INC.

By: 
Name: Scott McQuigg
Its: Chief Executive Officer

ASSIGNOR:

FAXWATCH STRATEGIC
INFORMATION SERVICES, INC.

By: _____
Name: John Marchica
Its: President

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE:

FWI, INC.

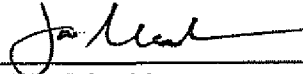
By: _____

Name: Scott McQuigg

Its: Chief Executive Officer

ASSIGNOR:

FAXWATCH STRATEGIC
INFORMATION SERVICES, INC.

By:  _____

Name: John Marchica

Its: President

EXHIBIT A

Marks

Registered Trademarks

Mark	Registration/Serial Number	Filing Date	Registration Date	Goods & Services
FWI and Design	2,901,348	10/7/2003	11/9/2004	"Newsletters relating to health care" in Class 16 and "providing health care related information to others" in class 44.
FWI and Design	2,811,543	10/3/2002	2/3/2004	"Newsletters relating to health care" in Class 16 and "providing health care related information to others" in class 44.
FAXWATCH and Design	2,193,541	7/10/1997	10/6/1998	"Newsletters relating to health care" in Class 16 and "providing health care related information to others" in class 44.
HEALTH CARE BUSINESS DAILY and Design	2,113,183	8/2/1996	11/11/1997	"Newsletters relating to health care" in Class 16.
WHAT YOU NEED TO KNOW	2,592,555	5/5/2000	7/9/2002	"Providing health care related information to others" in Class 44.

Trademark Applications

Mark	Registration/Serial Number	Filing Date	Registration Date	Goods & Services
FWI and Design	76/549,588	10/7/2003	N/A	"Newsletters relating to health care" in Class 16 and "providing health care related information to others" in class 44.

Common Law Trademarks and Trade Names (including first use date)

BRIDGE PROGRAM (2000)
CONFERENCE CAST (December 11, 2000)
WEBCONTENT (2000)
DTC DIRECT (2001)
TLCONNECT (April 10, 2003)
GI UPDATE (August 11, 2003)

EXHIBIT B

Domain Names

Domain Name	Registrar	Account Name/Number	Password
health-care-business-daily.com	www.godaddy.com	FaxWatchInc	swedler
healthcare-business-daily.com	www.godaddy.com	FaxWatchInc	swedler
healthcarebusinessdaily.com	www.godaddy.com	FaxWatchInc	swedler
fwi-archive.com	www.godaddy.com	FaxWatchInc	swedler
fwi-health.com	www.godaddy.com	FaxWatchInc	swedler
fwi-patients.com	www.godaddy.com	FaxWatchInc	swedler
fwi-pharmabiotech.com	www.godaddy.com	FaxWatchInc	swedler
fwi-physicians.com	www.godaddy.com	FaxWatchInc	swedler
fwihealth.com	www.godaddy.com	FaxWatchInc	swedler
hcbdonline.com	www.godaddy.com	faxwatch-img	fwi1994img
myfaxwatch.com	www.godaddy.com		
myhcbd.com	www.godaddy.com	faxwatch-img	fwi1994img
faxwatch.com	www.networksolutions.com	SWEDLER@FAXWATCH.COM	fwi!9753
Thoughtleaderconnect.com	www.godaddy.com	faxwatch-img	fwi1994img