

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Stephen W Croke		06/30/2006	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Pharmacy Choice, Inc.		
Street Address:	2601 Blake St., Suite 400		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80205		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2772540	PHARMACY CHOICE	
CORRESPONDENCE DATA			
Fax Number:	(303)629-3450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-629-3400		
Email:	johnson.marilyn@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	370 Seventeenth Street, Suite 4700		
Address Line 2:	Lisa A. Osman		
Address Line 4:	Denver, COLORADO 80202-5647		
ATTORNEY DOCKET NUMBER:	61905US~474027-2		
NAME OF SUBMITTER:	Katina C. Banks		
Signature:	/2928 KCB/		
Date:	08/01/2006		

CH \$40.00 2772540

TRADEMARK ASSIGNMENT

WHEREAS, Stephen W. Croke, an individual residing at 2646 S. Madison St Denver, CO 80210 ("Assignor"), has adopted and used the PHARMACY CHOICE trademark, which is the subject of a U.S. trademark registration, Reg. No. 2,772,540, registered on October 7, 2003 (the "Mark"); and

WHEREAS, Assignor desires to assign and Pharmacy Choice, Inc., a Colorado corporation, having its principal place of business at 2601 Blake St suite 400 Denver CO 80205 ("Assignee"), desires to receive all of Assignor's right, title and interest in and to the Mark, together with the goodwill associated therewith.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in and to the Mark, in the United States of America and any foreign countries, together with the goodwill associated therewith, all common law rights related to the Mark, all rights of registration, renewal and extension, and the right to recover for damages and profits for past infringements thereof.

Assignor agrees to execute and deliver at the request of Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Mark in Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee have executed this Assignment effective as of the 30 day of June, 2006.

ASSIGNOR

ASSIGNEE

By: [Signature]
Name: Stephen W. Croke
Date:

By: [Signature]
Name: [NAME]
Date:

<p>Subscribed and sworn to before me this <u>30</u> day of <u>June</u>, 2006.</p> <p><u>[Signature]</u> Notary Public</p>	<p>Subscribed and sworn to before me this <u>30</u> day of <u>June</u>, 2006.</p> <p><u>[Signature]</u> Notary Public</p>
<p>JEANNETTE M RELLY Notary Public State of Colorado EXP 1-19-09</p>	<p>JEANNETTE M RELLY Notary Public State of Colorado EXP 1-19-09</p>