

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medizine, Inc.		11/09/2005	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	The Dialogue Company, Inc.		
Street Address:	106 Straube Center Blvd. (formerly W. Franklin Ave.)		
City:	Pennington		
State/Country:	NEW JERSEY		
Postal Code:	08534		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78672176	HEALTHSTART	
Serial Number:	78672179	HEALTHSTART	
CORRESPONDENCE DATA			
Fax Number:	(609)737-6927		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	609-737-1110		
Email:	glindell@adialogue.com		
Correspondent Name:	The Dialogue Company/ATTN: Gina Lindell		
Address Line 1:	106 Straube Center Blvd.		
Address Line 4:	Pennington, NEW JERSEY 08534		
NAME OF SUBMITTER:	Gina Lindell		
Signature:	/Gina Lindell/		
Date:	12/19/2006		
Total Attachments: 30			

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ASSET PURCHASE AGREEMENT

dated as of October 31, 2005

by and between

MEDIZINE, INC.,
as Seller

and

THE DIALOGUE COMPANY, INC.,
as Buyer

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**ASSET PURCHASE AGREEMENT
BY AND BETWEEN MEDIZINE, INC.
AND THE DIALOGUE COMPANY, INC.**

RECITALS

WHEREAS, MediZine, Inc. ("Seller") is engaged in, among other things, developing, managing, producing, fulfilling and implementing patient starter kit programs under the HealthStart trade name (the "Business");

WHEREAS, The Dialogue Company, Inc. ("Buyer"), is desirous of purchasing all of the assets of Seller related to the Business;

WHEREAS, this Asset Purchase Agreement ("Agreement") sets forth the terms and conditions upon which Buyer will acquire all of the assets of Seller related to the Business and Seller will sell such assets to Buyer for the consideration provided for herein;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties represent, warrant, covenant and hereby agree as follows:

Section 1. Definitions.

"Accrued Liabilities" as used herein shall have the meaning set forth in Section 2.3 hereto.

"Assigned Contracts" as used herein shall mean the agreements, contracts or commitments (whether written or oral) described in Schedule I hereto, or portions thereof, as applicable, and their associated intangible rights related to the Business, if any, solely to the extent assignable.

"Assumed Liabilities" as used herein shall have the meaning set forth in Section 2.3 hereto.

“Assumption Agreement” as used herein shall mean the assumption document by which the Assumed Liabilities will be assumed by Buyer in the form attached hereto as Exhibit C.

“Bill of Sale” as used herein shall mean the Bill of Sale and General Assignment by which the Sale Assets will be sold, transferred, assigned and delivered by Seller to Buyer in the form attached hereto as Exhibit A.

“Business” as used herein shall mean the developing, managing, producing, fulfilling and implementing patient starter kit programs by Seller under the HealthStart trade name.

“Buyer” as used herein shall mean The Dialogue Company, Inc., a Delaware corporation.

“Closing” as used herein shall have the meaning assigned to it set forth in Section 2 hereof.

“Components” as used herein shall mean all useable components, if any, including, without limitation, mock-ups, kits, sell sheets, samples and non-obsolete works in process in each instance solely to the extent related to the Business.

“Customer Lists” as used herein shall mean customer lists and credit records, adoption lists or similar records of all sales and potential sales of the Seller, if any, in each instance solely to the extent relating to the Business;

“Excluded Assets” as used herein shall mean those assets of Seller not being sold, conveyed, transferred, assigned or delivered to Buyer hereunder including, without limitation, notes and accounts receivable, accounting books and records, funds of whatever nature, cash on hand and in banks, stocks, bonds and other securities, claims of Seller under insurance policies and any proceeds therefrom, refunds (including tax refunds), minute books or corporate and stock records and other assets of Seller not related to the Business identified on Schedule I to the Bill of Sale.

“Promotional Materials” as used herein shall mean sales, support and promotional materials, advertising materials and production and marketing files and records of the Seller, if any, in each case solely to the extent related to the Business.

“Purchase Price” as used herein shall mean \$25,000, the total price to be paid by Buyer to Seller for the Sale Assets.

“Reproductive Materials” as used herein shall mean original and digital artwork, film plates, film, camera-ready copy, master tapes, CD-ROM masters, source code, documentation, archived materials, files (in both electronic and hard copy format) and other reproductive materials of Seller, if any, in each instance solely to the extent related to the Business.

“Sale Assets” as used herein shall mean all of Seller’s right, title and interest in and to all assets and properties of every kind, nature, character and description (whether tangible or intangible, whether absolute, accrued, contingent, fixed or otherwise and wherever situated and whether or not carried or reflected on the books and records of Seller), if any, including the goodwill related thereto, which either have been created solely in connection with the Business or are owned, used or held for use by Seller solely in connection with the Business. The Sale Assets include, without limitation, all of Seller’s right, title and interest in and to Assigned Contracts, Reproductive Materials, Promotional Materials, Customer Lists, Trademark Rights and any other assets, properties or rights of Seller solely to the extent related to the Business, except for the Excluded Assets.

“Seller” as used herein shall mean MediZine, Inc., a New York corporation.

“Trademark Assignment” as used herein shall mean the Trademark Assignment by which the Trademark Rights will be sold, transferred, assigned and delivered by Seller to Buyer in the form attached hereto as Exhibit B.

“Trademark Rights” as used herein shall mean any and all of the rights of Seller in and to the trade name HealthStart.

Section 2. Purchase and Sale of the Sale Assets; Assumption of Liabilities.

2.1 Purchase and Sale of Sale Assets.

Upon and subject to the terms and conditions stated in this Agreement, at the Closing, Seller is selling, conveying, transferring, assigning and delivering to Buyer and Buyer is purchasing and acquiring from Seller the Sale Assets. The Seller is not selling, conveying, transferring, assigning or delivering to Buyer and the Sale Assets do not include the Excluded Asses or any other assets or properties of Seller.

2.2 Bill of Sale.

The Sale Assets shall be sold, conveyed, assigned, transferred and delivered to Buyer, free and clear of all claims, liabilities, obligations and encumbrances, by a duly executed Bill of Sale to be delivered to Buyer as of the Closing.

2.3 Assumed Liabilities.

The Purchaser shall assume and discharge when due all obligations (i) of the Seller under the Assigned Contracts arising and to be performed on or after the Closing Date, and (ii) arising from the conduct of the Business following the Closing (collectively, the “Assumed Liabilities”). Purchaser shall not be deemed to have assumed any obligations, other than with respect to Assigned Contracts, which accrued or arose with respect to the Business prior to the Closing, including, without limitation, the liabilities of the Seller, if any, under and with respect to that certain Master Services Agreement dated as of March 10, 2005 among Seller and Takeda Pharmaceuticals North America, Inc. (collectively, the “Accrued Liabilities”).

2.4 Consideration.

Subject to the terms and conditions of this Agreement, in reliance on Seller's agreements, representations, warranties and covenants contained herein, and in consideration of the aforesaid sale, conveyance, assignment, transfer and delivery of the Sale Assets, Buyer will assume the Assumed Liabilities and deliver or cause to be delivered to Seller at the Closing, in full payment for the aforesaid sale, conveyance, assignment, transfer and delivery of the Sale Assets, the Purchase Price in cash or readily collectible funds.

2.5 Closing and Closing Date.

The Closing provided for in this Agreement will be held on or prior to November 15, 2005 at the offices of Seller's counsel, Markowitz & Roshco, LLP, 530 Fifth Avenue, 23rd Floor, New York, New York 10036.

2.6 Delivery by Seller.

At the Closing, Seller will deliver to Buyer (unless previously delivered), the Bill of Sale and Trademark Assignment duly executed by Seller, and all other documents, instruments and writings required to be delivered by Seller at the Closing pursuant to this Agreement or otherwise required in connection herewith, including files in Seller's possession relating to the applications for registrations of the Trademark Rights.

2.7 Delivery by Buyer.

At the Closing, Buyer will deliver to Seller (unless previously delivered), the Purchase Price, the Assumption Agreement duly executed by Buyer, and all other documents, instruments and writings required to be delivered by Buyer at the Closing pursuant to this Agreement or otherwise required in connection herewith.

Section 3. Representations and Warranties of Seller.

Seller represents and warrants to the Buyer as follows:

3.1 Incorporation; Authority.

Seller is a corporation duly organized and validly existing and in good standing under the laws of the State of New York. Seller has full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

3.2 Authorization.

The execution and delivery of this Agreement and the Bill of Sale and the consummation by Seller of the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of Seller.

3.3 Valid and Binding Agreement.

This Agreement and the Bill of Sale constitute valid and binding obligations of the Seller enforceable in accordance with their respective terms.

3.4 No Violation.

Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will violate (i) any provision of the organizational documents of Seller, (ii) result in the creation or imposition of any security interest, lien, charge or other encumbrance (a "Lien") upon Sale Assets under any agreement or commitment to which the Seller is a party or by which the Seller is bound, or to which Sale Assets are subject, or (iii) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority.

3.5 Consents.

Other than the consent of parties to the Assigned Contracts, no consent of any person is necessary to the consummation of the transactions contemplated hereby.

3.6 Good Title; Etc.

Seller is the owner of and has good and marketable title to the Sale Assets, free of all liens, claims and encumbrances, except as may be set forth herein. Seller has no actual knowledge of any third parties claiming an interest in or to the Sale Assets.

3.7 Condition of Sale Assets.

Seller is not making any representation or warranty as to the condition of Sale Assets and Buyer is acquiring the Sale Assets in an "AS IS" and "WHERE IS" condition. Seller is not making any representation or warranty as to the financial condition of or historical financial performance by the Seller in connection with the Business and, accordingly, Buyer shall not be entitled to rely on or assert that any such representations or warranties were made by Seller in connection with any financial investigation or review conducted by the Buyer.

3.8 Trademark Rights.

The Trademark Rights have not been registered with the U.S. Patent & Trademark Office. The Seller has used the Trademark Rights in connection with the business continuously since September 5, 2004. Seller has no actual knowledge of the Trademark Rights infringing on the rights of any third-parties or conflicting claims to the Trademark Rights.

Section 4. Representation and Warranties of Buyer.

Buyer represents and warrants to the Seller as follows:

4.1 Incorporation; Authority.

Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware; Buyer has the full corporate power and authority to enter into this Agreement and to carry out the transactions contemplated hereby.

4.2 Authorization.

The execution and delivery of this Agreement and the Purchase Price and the consummation by Buyer of the transactions contemplated hereby, have been duly authorized by all necessary corporate action on the part of Buyer. This Agreement constitutes a valid and binding obligation, which is enforceable by the Seller in accordance with its respective terms.

4.3 No Violation.

Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (i) violate any provision of the organizational documents of Buyer, (ii) violate, or be in conflict with, or constitute a default (of itself or with the giving of notice or the passage of time or both) under, or cause the acceleration of the maturity of any debt or obligation pursuant to any agreement or commitment to which the Buyer is a party or by which the Buyer is bound or (iii) violate any statute or law or any judgment, decree, order, regulation or rule of any court or governmental authority.

4.4 Consents.

No consent of any person is necessary to the consummation of the transactions contemplated hereby.

Section 5. Conditions to Closing.

The obligations of the parties to close hereunder are subject to the following conditions:

5.1 Compliance with Terms.

All of the terms, covenants and conditions to be complied with or performed by the other party under this agreement on or before the closing shall have been complied with or performed in all material respects.

5.2 Representations and Warranties True.

All representations or warranties of the other party herein are true in all material

respects as of the closing date.

5.3 Intentionally Omitted.

5.4 Consent to Assignment of the Assigned Contracts.

Seller promptly shall notify the third parties (each, a “Contract Party”) under the Assigned Contracts of the proposed assignment of the Assigned Contracts to Buyer, and shall request the consent of each such Contract Party thereto. Seller and Buyer shall furnish to each such Contract Party such information as may reasonably be required in connection with the procuring of such consent, and shall otherwise cooperate with such Contract Party and with each other in an effort to expeditiously procure such consent; provided, however, the consent of the Contract Parties to the assignment of the Assigned Contracts hereunder SHALL NOT constitute a condition to close the transactions contemplated hereby and the failure or refusal of one or more Contract Party to grant such consent prior to the date for Closing set forth in Section 2 above shall not result in any delay in the Closing or a reduction of the Purchase Price. Any Assumed Contract for which the consent of a necessary Contract Party to its assignment has not been obtained prior to the Closing shall not be deemed a Sale Asset hereunder.

Section 6. Indemnification.

6.1 By Seller.

Seller hereby indemnifies and agrees to defend and hold Buyer, its subsidiaries, affiliates and their respective representatives, agents, servants, employees, officers, and directors harmless from and against any and all claims, suits losses, damages, liabilities, judgments and associated expenses (including reasonable attorneys’ fees) arising out of or relating to any claims or suits that may be brought or made against Buyer by third parties, relating to the Accrued Liabilities or Seller’s breach of any provision of this Agreement or its warranties and representations as set forth herein.

6.2 By Buyer.

Buyer hereby indemnifies and agrees to defend and hold Seller, its subsidiaries, affiliates and their respective representatives, agents, servants, employees, officers, and directors harmless from and against any and all claims, suits losses, damages, liabilities, judgments and associated expenses (including reasonable attorneys' fees) arising out of or relating to any claims or suits that may be brought or made against Seller by third parties, relating to the Assumed Liabilities or Seller's breach of any provision of this Agreement or its warranties and representations as set forth herein.

6.3 Conditions; Limitations.

The indemnifications provided for herein are conditioned upon the indemnified party's furnishing the indemnifying party with prompt written notice of any such claim or suit and upon the indemnified party's furnishing of reasonable cooperation and witnesses, if necessary, in defense of such claim or suit. In such event, the indemnifying party shall have the option and right to undertake and conduct the defense of any such claim or suit. An indemnifying party's liability under this Section 6.3 shall not exceed the Purchase Price.

7. Miscellaneous.

7.1 Expenses.

Each of the parties agrees that it will pay all its own costs and expenses, including attorney's fees incurred by such party in connection with the transactions contemplated by this Agreement.

7.2. Time Is of the Essence.

The Seller and Buyer agree that time is of the essence in this transaction.

7.3 Survival of Warranties.

The representations and warranties contained herein shall survive the Closing for six (6) months.

7.4 Waivers.

The waiver by any party of any breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach or any other right on any future occasion. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto any rights, remedies, obligations or liabilities.

7.5 Notices.

All notices, requests, demands and other communications that are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in hand or mailed by certified mail, postage prepaid, return receipt requested, as follows or to such other address for any party as such party shall specify by notice complying with these provisions given to the other party:

Buyer: The Dialogue Company
 106 West Franklin Avenue
 Pennington, New Jersey 08534
 Attn: Glen S. Greissinger

with a copy to: Dumont & Watson
 220 Alexander Street
 Princeton, New Jersey 08543

Seller: MediZine, Inc.
 500 Fifth Avenue
 New York, New York 10110

with a copy to: Markowitz & Roshco LLP
 530 Fifth Avenue – 23rd Floor
 New York, New York 10036
 Attn: Seth P. Markowitz

7.6 Headings.

The section and other headings contained in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement or to affect the meaning or interpretation of any of its provisions.

7.7 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

7.8 Governing Law.

This Agreement and the transactions contemplated hereby shall be governed by, construed, enforced in compliance with the laws of the State of New Jersey, without regard for its principals regarding conflict of laws.

7.9 Arbitration.

Any dispute or controversy of any kind or nature, relating to this Agreement or the breach of performance thereof, that shall arise among the parties hereto or their legal representative shall be settled and determined by arbitration in accordance with the Commercial Rules then obtaining of the American Arbitration Association, before an arbitrator or arbitrators selected by said Association pursuant to its rules. All costs of arbitration shall be borne as directed by the arbitrators. Judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction.

7.10 Entire Agreement.

This Agreement (including any Exhibits delivered hereunder) constitutes the entire agreement between the parties on the subject matter hereof~ superseding all prior agreements and understandings, oral and written, and may not be amended except by a written agreement

signed by all parties.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed
by their own hand as of the date first above written.

MEDIZINE, INC.

By: _____
Name: Traver Hutchins
Title: Chief Executive Officer

THE DIALOGUE COMPANY, INC.

By: _____
Name: Glen S. Greissinger
Title: President

SCHEDULE I

Assigned Contracts

1. Avalide-HealthStart Patient Starter Kit Program dated as of April 8, 2005 among Seller and Mark of Fitness, Inc.
2. Professional Services Agreement dated as of March 1, 2005 among Seller and Bristol-Myers Squibb Company

BILL OF SALE AND GENERAL ASSIGNMENT

This BILL OF SALE AND GENERAL ASSIGNMENT is dated as of November ____, 2005 (this "Bill of Sale") from MEDIZINE, INC., a New York corporation (the "Assignor"), to THE DIALOGUE COMPANY, INC., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to the terms of that certain Asset Purchaser Agreement dated as of October 31, 2005 (the "Asset Purchase Agreement") among the Assignee and Assignor, the Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, the Sale Assets (as such term is defined in the Asset Purchase Agreement); and

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

1. Sale and Assignment of Sale Assets. The Assignor does hereby sell, assign, transfer, convey, grant and deliver and confirm unto the Assignee, its successors and assigns, forever, the entire right, title and interest in and to all of the Sale Assets, of every kind and description and wherever located, whether tangible or intangible, real, personal or mixed, other than those assets set forth on Schedule I hereto (the "Excluded Assets").
2. Obligations and Liabilities Not Assumed. Nothing expressed or implied in this Bill of Sale shall be deemed to be an assumption by the Assignee of any liabilities of the Assignor. The terms and provisions of the assumption of liabilities by the Assignee are set forth in the Assumption Agreement dated as of the date hereof between the Assignee and the Assignor.
3. Good Title. Seller is the owner of and has good and marketable title to the Sale Assets, free of all liens, claims and encumbrances.
4. No Rights in Third Parties. Nothing expressed or implied in this Bill of Sale is intended to confer upon any person, other than the Assignee and the Assignor and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Bill of Sale.
5. Successors and Assigns. This Bill of Sale shall bind and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.

6. Governing Law. This Bill of Sale shall be construed by and governed in accordance with the Laws of the State of New Jersey, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of New Jersey.

ASSIGNOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE SALE ASSETS OR THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. BY ITS ACCEPTANCE OF THIS BILL OF SALE, ASSIGNEE ACKNOWLEDGES THAT IT HAS FULLY INSPECTED THE SALE ASSETS AND ASSIGNEE ACCEPTS THE SAME IN ITS PRESENT USED AND "AS IS, WHERE IS" CONDITION.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has duly executed this Bill of Sale as of the date first written above.

MEDIZINE, INC.

By: _____

Name: Traver Hutchins

Title: Chief Executive Officer

SCHEDULE I

TO THE BILL OF SALE AND GENERAL ASSIGNMENT
FROM MEDIZINE, INC. TO THE DIALOGUE COMPANY, INC.

“Excluded Assets”

- Funds of whatever nature, cash on hand and in bank accounts
- Accounts, notes and loans receivable
- Accounting books and records
- Minute books and other business and corporate records
- Stocks, bonds and other securities
- Stock ledger records
- Prepaid insurance; claims of Assignor under insurance policies and any proceeds therefrom
- All life insurance policies, including the cash surrender value thereof
- Other assets of Seller not related to the Business

ASSUMPTION AGREEMENT

This ASSUMPTION AGREEMENT is dated as of November ____, 2005 (this "Agreement") between MEDIZINE, INC., a New York corporation (the "Assignor"), to THE DIALOGUE COMPANY, INC., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of October 31, 2005 (the "Asset Purchase Agreement") among the Assignee and Assignor, the Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee the Sale Assets (as such term is defined in the Asset Purchase Agreement), and, the Assignee has agreed to assume certain liabilities and obligations of the Assignor with respect to the Business; and

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the representations, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor hereby agree as follows:

1. Assumption of Liabilities. The Assignee hereby assumes and agrees to discharge when due all Assumed Liabilities.
2. Indemnity. Assignee hereby assumes and agrees timely to perform the Assumed Obligations, and to indemnify and hold Assignor harmless therefrom. Assignee shall not, however, be deemed to have assumed any obligations of the Assignor with respect to the Accrued Obligations, which Assignor hereby agrees timely to perform, and to indemnify and hold Assignee harmless therefrom.
3. No Rights in Third Parties. Nothing expressed or implied in this Agreement is intended to confer upon any person, other than the Assignee and the Assignor and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.
4. Successors and Assigns. This Agreement shall bind and inure to the benefit of the Assignor and the Assignee and their respective successors and assigns.
5. Counterparts. This Agreement may be executed in one or more counterparts, or by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be effective as delivery of a manually executed counterpart to this Agreement.

6. Governing Law. This Agreement shall be construed by and governed in accordance with the Laws of the State of New Jersey, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of New Jersey.

[Signature page follows]

IN WITNESS WHEREOF, the Assignee has duly executed this Assumption Agreement as of the date first written above.

THE DIALOGUE COMPANY, INC.

By: _____
Name: Glen S. Greissinger
Title: President

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is dated as of November __, 2005 (this "Assignment") between MEDIZINE, INC., a New York corporation (the "Assignor"), to THE DIALOGUE COMPANY, INC., a Delaware corporation (the "Assignee").

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement dated as of October 31, 2005 (the "Asset Purchase Agreement") among the Assignee and Assignor, the Assignor has agreed to, among other things, sell, assign, transfer, convey and deliver to Assignee all of the Assignor's right, title and interest in and to those marks set forth on Schedule A hereto (collectively, the "Marks"); and

WHEREAS, capitalized terms used but not defined herein have the respective meanings ascribed to them in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the representation, warranties and covenants contained in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. The Assignor hereby assigns to the Assignee all right, title, and interest in and to the Marks, if any, together with all goodwill associated therewith.
2. Rights and Privileges. All rights and privileges, including without limitation the right to sue for and receive all damages from past infringements of the Marks, shall be held and enjoyed by the Assignee and its successors, assigns and other legal representatives.
3. Further Assurances. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee's ownership of or title to the Marks.
4. Authorization. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
5. Counterparts. This Assignment may be executed in one or more counterparts, or by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Assignment by facsimile shall be effective as delivery of a manually executed counterpart to this Assignment.

7. Governing Law. This Assignment shall be construed by and governed in accordance with the Laws of the State of New Jersey, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the Laws of any jurisdiction other than the State of New Jersey.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment as of the date first written above.

MEDIZINE, INC.

By: _____
Name: Traver Hutchins
Title: Chief Executive Officer

Schedule A

Marks

MARK	USPTO SERIAL NUMBER	STATUS
HealthStart (logo)	78672179	Application Pending
HealthStart	78672176	Application Pending

IN WITNESS WHEREOF, the Assignor has duly executed this Trademark Assignment
as of the date first written above.

MEDIZINE, INC.

By: 

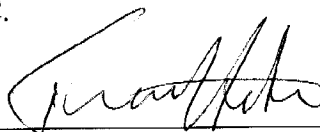
Name: Traver Hutchins

Title: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned has duly executed this Bill of Sale as of the date first written above.

MEDIZINE, INC.

By: _____



Name: Traver Hutchins

Title: Chief Executive Officer

signed by all parties.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their own hand as of the date first above written.

MEDIZINE, INC.

By: 

Name: Traver Hutchins

Title: Chief Executive Officer

THE DIALOGUE COMPANY, INC.

By: 

Name: Glen S. Greissing

Title: President