

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/25/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Advanced Health Media, Inc.		01/25/2007	CORPORATION: NEW JERSEY

**RECEIVING PARTY DATA**

Name:	Advanced Health Media, LLC
Street Address:	2840 Morris Avenue
Internal Address:	First Floor
City:	Union
State/Country:	NEW JERSEY
Postal Code:	07083
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	77053299	WHERE INFORMATION LIVES
Serial Number:	77053181	TPX
Serial Number:	78635081	INSITERESEARCH
Serial Number:	78629099	INSITERESEARCH
Registration Number:	3200563	IRIS
Registration Number:	3144247	IM2
Registration Number:	2619092	CME TRAVELNET
Registration Number:	2788131	AHM
Registration Number:	2841897	ADVANCED HEALTH MEDIA
Registration Number:	2971253	COGENIX

**CORRESPONDENCE DATA**

**900068716**

**TRADEMARK  
 REEL: 003476 FRAME: 0079**

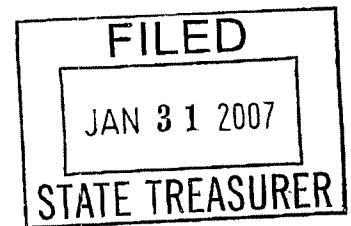
**OP \$265.00 77053299**

Fax Number: (908)810-6631  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 9089642485  
Email: kolender@olenderfeldman.com  
Correspondent Name: Kurt D. Olender, Esq.  
Address Line 1: 2840 Morris Avenue  
Address Line 2: OlenderFeldman LLP  
Address Line 4: Union, NEW JERSEY 07083

ATTORNEY DOCKET NUMBER:	AHM
NAME OF SUBMITTER:	Kurt D. Olender
Signature:	/kolender/
Date:	02/06/2007

**Total Attachments: 5**

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**CERTIFICATE OF MERGER  
OF  
ADVANCED HEALTH MEDIA, INC.  
(a New Jersey corporation)**

**WITH AND INTO**

**ADVANCED HEALTH MEDIA, LLC  
(a Delaware limited liability company)**

To the Secretary of State  
State of New Jersey

Pursuant to the provisions of Section 14A:10-7 of the New Jersey Business Corporation Act and Section 42:2B-20(b) of the New Jersey Limited Liability Company Act,

IT IS HEREBY CERTIFIED THAT:

1. The constituent entities participating in the merger herein certified are:

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(i) Advanced Health Media, Inc., which is incorporated under the laws of the State of New Jersey; and

(ii) Advanced Health Media, LLC, which has been formed under the laws of the State of Delaware.

Advanced Health Media, LLC shall be the surviving entity.

2. Annexed hereto and made a part hereof is the Agreement and Plan of Merger for merging Advanced Health Media, Inc. with and into Advanced Health Media, LLC.

3. The number of shares of Advanced Health Media, Inc. which were entitled to vote at the time of the approval of the Agreement and Plan of Merger by its shareholders is 2,000,000, all of which are of one class.

All of the shareholders entitled to vote of the aforesaid corporation approved the Agreement and Plan of Merger pursuant to their written consents without a meeting of shareholders; and the number of shares represented by such consents is 2,000,000. The date of said consents and approval was January 25, 2007.

4. The applicable provision of the laws of Delaware, the jurisdiction of formation of Advanced Health Media, LLC, relating to the merger of Advanced Health Media, Inc. with and into Advanced Health Media, LLC have been complied with.

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5. The Agreement and Plan of Merger is on file at the principal office of Advanced Health Media, LLC, 2840 Morris Avenue, Union, New Jersey 07083.

6. Advanced Health Media, LLC will furnish a copy of the Agreement and Plan of Merger on request, and without cost, to any stockholder of Advanced Health Media, Inc. or any member of Advanced Health Media, LLC.

7. Advanced Health Media, LLC hereby agrees that it may be served with process in the State of New Jersey in any proceeding for the enforcement of any obligation of Advanced Health Media, Inc. or any obligation of Advanced Health Media, LLC for which it is previously amenable to suit in the State of New Jersey and in any proceeding for the enforcement of the rights of a dissenting shareholder of Advanced Health Media, Inc. against Advanced Health Media, LLC; and Advanced Health Media, LLC hereby irrevocably appoints the Secretary of State of the State of New Jersey as its agent to accept service of process in any such proceeding and designates the following post office address within the State of New Jersey to which said Secretary of State shall mail a copy of the process in such proceeding:

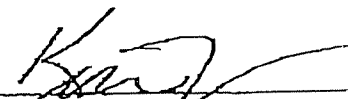
2840 Morris Avenue  
Union, New Jersey 07083

8. Advanced Health Media, LLC hereby agrees that it will promptly pay to the dissenting shareholders of Advanced Health Media, Inc. the amount, if any, to which they are entitled under the provisions of the New Jersey Business Corporation Act with respect to the rights of dissenting shareholders.

9. Advanced Health Media, LLC will continue its existence as the surviving entity under its present name pursuant to the provisions of the laws of Delaware, the jurisdiction of its organization.

Dated : January 26, 2007

**ADVANCED HEALTH MEDIA, LLC**

By:   
Kevin McMurry, CEO

**ADVANCED HEALTH MEDIA, INC.**

By:   
Kevin McMurry, CEO

## AGREEMENT AND PLAN OF MERGER

**THIS AGREEMENT AND PLAN OF MERGER** (the "Merger Agreement") is entered into as of January 25, 2007 by and among Advanced Health Media, Inc. ("AHM, Inc."), a New Jersey corporation, Advanced Health Media, LLC ("AHM, LLC"), a Delaware limited liability company, and KJML Holdings, Inc. ("Parent"), a New Jersey corporation.

### RECITALS

**WHEREAS**, AHM, LLC is a limited liability company duly organized and existing under the laws of the State of Delaware;

**WHEREAS**, AHM, Inc. is a corporation duly organized and existing under the laws of the State of New Jersey;

**WHEREAS**, Parent holds all of the issued and outstanding shares of the capital stock of AHM, Inc. and all of the membership interests in AHM, LLC;

**WHEREAS**, the Boards of Directors of AHM, Inc. and the Board of Managers of AHM, LLC have separately determined that, for the purpose of effecting a change in form of AHM, Inc., it is advisable and to the advantage of the two entities and Parent that AHM, Inc. merge with and into AHM, LLC upon the terms and conditions herein provided; and

**WHEREAS**, the Boards of Directors of AHM, Inc., the Board of Managers of AHM, LLC, and Parent, as the sole stockholder of AHM, Inc. and as the sole member of AHM, LLC, have adopted and approved this Merger Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the mutual agreements and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Parent, AHM, Inc. and AHM, LLC, intending to be bound, hereby agree to merge as follows:

1. **The Merger.** Upon the terms and subject to satisfaction or waiver of the conditions set forth in this Agreement, and in accordance with the Delaware Limited Liability Company Act (the "LLC Act") and the New Jersey Business Corporation Act (the "NJBCA"), at the Effective Time (as defined below), AHM, Inc. shall be merged with and into AHM, LLC. As a result of the Merger, the separate corporate existence of AHM, Inc. shall cease at the Effective Time and AHM, LLC shall continue as the surviving company of the Merger (the "Surviving Company").

2. **Effective Time.** The parties hereto shall cause the Merger to be consummated by filing certificates of merger (each a "Certificate of Merger") with the respective Secretaries of State of the States of Delaware and New Jersey, in such form as

required by, and executed in accordance with the relevant provisions of, the LLC Act and the NJBCA (the date and time of such filing being the "Effective Time").

3. **Effect of the Merger.** At the Effective Time, the effect of the Merger shall be as provided herein and in the applicable provisions of the LLC Act and the NJBCA. Without limiting the generality of the foregoing, at the Effective Time, except as otherwise provided herein, all the property, rights, privileges, powers and franchises of AHM, LLC and AHM, Inc. shall vest in the Surviving Company, and all of the separate debts, liabilities and duties of AHM, LLC and AHM, Inc. shall become debts, liabilities and duties of the Surviving Company.

4. **Limited Liability Company Agreement; Certificate of Formation.** At the Effective Time, the operating agreement of AHM, LLC as then in effect shall be the limited liability company operating agreement of the Surviving Company. The certificate of formation of AHM, LLC, as in effect immediately prior to the Effective Time, shall be the certificate of formation of the Surviving Company at the Effective Time.

5. **Board of Managers and Officers.** The Board of Managers of AHM, LLC immediately prior to the Effective Time shall be the Board of Managers of the Surviving Company at the Effective Time, each such member of the Board of Managers to hold office in accordance with the Certificate of Formation and the operating agreement of the Surviving Company until the earlier of such member's resignation or removal, or until such member's respective successors are duly elected and qualified, as the case may be. The officers of AHM, Inc. immediately prior to the Effective Time shall be the initial officers of the Surviving Company, each to hold office in accordance with the Certificate of Formation and operating agreement of the Surviving Company until the earlier of such officer's resignation or removal, or until such officer's respective successors are duly elected and qualified, as the case may be.

6. **Further Assurances.** From time to time, as and when required by the Surviving Company or by its successors and assigns, there shall be executed and delivered on behalf of AHM, Inc. such deeds and other instruments, and there shall be taken or caused to be taken by it such further and other action, as shall be appropriate or necessary in order to vest, perfect or confirm, of record or otherwise, in the Surviving Company the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of AHM, Inc., and otherwise to carry out the purposes of this Merger Agreement, the officers and managers of the Surviving Company shall be fully authorized in the name and on behalf of AHM, Inc. or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

7. **Effect on Securities.** Immediately prior to the Effective Time, Parent is the holder of all issued and outstanding shares of capital stock of AHM, Inc. and all issued and outstanding membership interests in AHM, LLC. Upon the Effective Time, by virtue of the Merger and without any action on the part of the holder thereof, each

share of AHM, Inc. capital stock outstanding immediately prior thereto shall be cancelled. Parent, as the holder of all such shares, consents to such cancellation. Following the Effective Time, Parent will be the holder of all issued and outstanding membership interests in the Surviving Company.

8. **Employee Benefit Plans.** As of the Effective Time, the Surviving Company hereby assumes all obligations of AHM, Inc. under any and all employee benefit plans in effect as of said date or with respect to which employee rights or accrued benefits are outstanding as of said date.

9. **Counterparts.** In order to facilitate the filing and recording of this Merger Agreement, the same may be executed in any number of counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, this Merger Agreement, having been duly approved by resolution of the respective Board of Directors of AHM, Inc. and Parent and by the Board of Managers of AHM, LLC, is hereby executed on behalf of each by their respective officers thereunto duly authorized.

**Advanced Health Media, LLC**

By:   
Kevin McMurtry, CEO

**Advanced Health Media, Inc.**

By:   
Kevin McMurtry, CEO

**KMJL Holdings, Inc.**

By:   
Kevin McMurtry, CEO