

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
First Script, Inc.		01/31/2006	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	First Script Network Services, Inc.
Street Address:	5080 Spectrum Drive
Internal Address:	Suite 400 West Tower
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	CORPORATION: NEVADA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78684866	FIRST SCRIPT NETWORK SERVICES
Registration Number:	2640054	FIRST SCRIPT X
Serial Number:	78680587	RX CONTROL RXCONTROL
Serial Number:	78680607	RX DESIGN RXDESIGN
Serial Number:	78680555	RX LINK RXLINK
Serial Number:	78680541	RX REVIEW RXREVIEW

CORRESPONDENCE DATA

Fax Number: (713)615-5243
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 7137581105
 Email: sbrown@velaw.com
 Correspondent Name: W. Scott Brown
 Address Line 1: 1001 Fannin Street
 Address Line 2: 2500 First City Tower

CH \$165.00 78684866

Address Line 4: Houston, TEXAS 77002-6760

ATTORNEY DOCKET NUMBER: OCC700

NAME OF SUBMITTER: W. Scott Brown

Signature: /wsb/

Date: 03/28/2007

Total Attachments: 3
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GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT

This General Conveyance, Bill of Sale, and Assignment (the "Bill of Sale"), dated as of the 31st day of January, 2006, from First Script, Inc., an Arizona corporation ("Seller"), to First Script Network Services, Inc., a Nevada corporation ("Buyer"), is executed and delivered pursuant to the Asset Purchase Agreement among Seller, Buyer, and Cacciatore Family Exempt Trust, Charles E. Bavier, Susan K. Bigelow, and Joanna Milkovich, dated January 31, 2006 (the "Asset Purchase Agreement"), and is subject to the terms and conditions thereof. All capitalized terms used and not defined in this Bill of Sale shall have the respective meanings attributed to them in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the terms of the Asset Purchase Agreement and for the consideration set forth therein and all other good and valuable consideration:

1. Subject to the terms and conditions set forth in the Asset Purchase Agreement, and on the basis of the representations and warranties set forth therein, Seller hereby sells, grants, conveys, assigns, transfers, and delivers to Buyer all of Seller's right, title, and interest in and to the Assets, including, without limitation, contractual rights and intangible assets relating to the Pharmacy Benefit Management Business, and those tangible assets, contractual rights, and intangible assets that are described in Section 1.3 of the Asset Purchase Agreement and in Schedule 2.3 attached to the Asset Purchase Agreement, including the proceeds, additions, and replacements thereof, free and clear of any and all Encumbrances of any kind, except as otherwise expressly permitted by the terms of the Asset Purchase Agreement. Buyer hereby purchases, assumes, and accepts the Assets, but does not assume any liabilities or obligations whatsoever of Seller, except as otherwise expressly permitted by the terms of the Asset Purchase Agreement.

2. The Assets are transferred to Buyer subject to the representations and warranties of Seller expressly set forth in the Asset Purchase Agreement, which are reaffirmed for all purposes herein.

3. Seller hereby constitutes and appoints Buyer its true and lawful attorney, with full power of substitution, in the name of Buyer or in the name of Seller, but on behalf of and for the sole benefit of Buyer, to institute and prosecute, in the name of Seller or otherwise, all proceedings which Buyer may deem proper in order to receive, collect, assert, or enforce any claim, right, interest, or title of any kind in or to the Assets hereby granted and assigned to Buyer, to defend and compromise any and all actions, suits, or proceedings in respect thereof, and to do all such acts and things and execute any instruments in relation thereto as Buyer shall deem advisable. Without limiting the foregoing, Seller hereby authorizes any officer of Buyer to endorse or assign any instrument, contract, or chattel paper relating to the Assets, other than the Asset Purchase Agreement. **SELLER HEREBY DECLARES THAT THE FOREGOING APPOINTMENT IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE AND PERPETUAL** and shall not be terminated by any act of Seller or its successors, assigns, estates, heirs, beneficiaries, or representatives, by operation of law or by the occurrence of any other event or in any other manner.

4. Seller covenants and agrees that in the event that (i) any property, assets, or rights covered in this Bill of Sale cannot be transferred or assigned by Seller without the consent of or notice to a third party and in respect of which any necessary consent or notice has not as of the date hereof been given or obtained, or (ii) any such property, assets, or rights are non-assignable in their nature and will not pass by this Bill of Sale, the beneficial interest in and to the same will in any event pass to Buyer; and Seller covenants and agrees (a) to hold, and hereby declares that it holds, such property assets, or rights in trust for, and for the benefit of, Buyer, (b) to the extent required by the Asset Purchase Agreement, to use all reasonable means to obtain and to secure such consent and give such notice as may be required to effect a valid transfer or transfers of such property, assets, or rights, and (c) to make or complete such transfer or transfers as soon as reasonably possible.

5. Seller further agrees that it will at any time and from time to time, at the request of Buyer, execute and deliver to Buyer all other and further instruments necessary to vest in Buyer the right, title, and interest in or to any of the Assets that this instrument purports to transfer to Buyer.

6. Any individual, partnership, corporation, or other entity or person may rely, without further inquiry, upon the powers and rights herein granted to Buyer and upon any notarization, certification, verification, or affidavit by any notary public of any state relating to the authorization, execution, and delivery of this Bill of Sale or to the authenticity of any copy, conformed or otherwise, hereof.

7. All of the terms and provisions of this Bill of Sale will be binding upon Seller and its successors and assigns and will inure to the benefit of Buyer and its successors and assigns.

IN WITNESS WHEREOF, Seller has executed this General Conveyance, Bill of Sale and Assignment as of the 31st day of January, 2006.

FIRST SCRIPT, INC.

By: 

Name: Gerald R. Cacciatore

Title: President

STATE OF ARIZONA
COUNTY OF Pima

On this 31st day of January, 2006, before me, a Notary Public in the State and County aforesaid, duly commissioned and sworn, personally appeared Jerald R. Cacchione of First Script, Inc., an Arizona corporation, who is personally known to me or who produced the following as identification (_____), and acknowledged before me that he executed the same in such capacity as his free act and deed and who did take an oath.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Robert Cole
NOTARY PUBLIC

My Commission Expires: 04/30/2009

