

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
UCompareHealthCare, LLC		03/16/2007	LIMITED LIABILITY COMPANY: MAINE
RECEIVING PARTY DATA			
Name:	About, Inc.		
Street Address:	249 West 17th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10011		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	78839913	U UCOMPARE HEALTHCARE	
Serial Number:	78839933	DECISION ASSISTANT	
CORRESPONDENCE DATA			
Fax Number:	(215)279-9394		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	jordan.lavine@flastergreenberg.com		
Correspondent Name:	Jordan A. LaVine		
Address Line 1:	1628 John F. Kennedy Blvd., 15th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	A0465.5009		
NAME OF SUBMITTER:	Jordan A. LaVine		
Signature:	/Jordan A. LaVine/		
Date:	04/04/2007		

CH \$65.00 78839913

Total Attachments: 8

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Execution Version

**ASSET PURCHASE AGREEMENT,
DATED AS OF MARCH 16, 2007,
BETWEEN
ABOUT, INC.,
AND
UCOMPAREHEALTHCARE, LLC**

1-NY21448667.4

**TRADEMARK
REEL: 003514 FRAME: 0781**

ASSET PURCHASE AGREEMENT

ASSET PURCHASE AGREEMENT, dated as of March 16, 2007 (the "Agreement"), among UCompactHealthCare, LLC, a Maine limited liability company (the "Seller") and About, Inc., a Delaware corporation (the "Buyer").

WHEREAS, the Seller owns and operates the Web site, UCompactHealthCare.com (the "Business"); and

WHEREAS, the parties desire that the Seller sell, assign, transfer, convey and deliver to the Buyer, and that the Buyer purchase, acquire and accept from the Seller, all of the right, title and interest of the Seller in and to the Purchased Assets (as hereinafter defined), and that the Buyer assume the Assumed Liabilities (as hereinafter defined), upon the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. When used in this Agreement, defined terms shall have the meanings assigned to them in Annex I hereto.

ARTICLE II

PURCHASE AND SALE

2.1 Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions of this Agreement, the Seller hereby sells, assigns, transfers, conveys and delivers, to the Buyer, free and clear of all Liens (other than Permitted Liens) and the Buyer hereby purchases, acquires and accepts from the Seller, all of the Seller's right, title and interest in, to and under all of the assets, properties and rights (of every kind and description) of the Seller relating to or used in the Business other than the Excluded Assets (the "Purchased Assets"), including, without limitation, the following assets, properties and rights relating to or used in the Business:

- (a) all website content (whether current or archived);
- (b) all Seller Intellectual Property;
- (c) all proprietary registered user lists;

(b) The Seller has good and marketable title to, or a valid interest in, all of the Purchased Assets, free and clear of all Liens, except for Permitted Liens.

(c) The tangible Purchased Assets are in good operating condition, working order and repair, subject to ordinary wear and tear, free from defects, are usable in the ordinary course of the Business and are suitable for the purposes for which they are currently being used or are currently proposed to be used.

3.8 Sufficiency of Purchased Assets. Except as set forth in Schedule 3.8 of the Seller Disclosure Schedule, the Purchased Assets (i) constitute all of the assets and properties of the Seller used in the Business and necessary to permit the Buyer to carry on the Business immediately following the Closing in the same manner as presently conducted and as currently proposed to be conducted and (ii) include all of the operating assets and properties of the Seller used in the Business. No assets used in the Business are owned by any Affiliate of the Seller. None of the Excluded Assets is material to the Business.

3.9 Intellectual Property.

(a) As used in this Agreement, "Intellectual Property" means all: (i) inventions (whether or not patentable), trade secrets, technical data, databases, customer and subscriber lists, designs, tools, methods, processes, technology (including know-how and show-how), ideas, know-how, source code, research and development information, product road maps and other proprietary information and materials whether or not subject to statutory registration ("Proprietary Information"); (ii) trademarks and service marks, trade names, logos, domain names, trade dress and all goodwill associated therewith ("Trademarks"); (iii) copyrights and copyrightable works ("Copyrights"); (iv) documentation, advertising copy, marketing materials, web-sites, servers, specifications, mask works, drawings, graphics, databases, recordings and other works of authorship; (v) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, design documents, operating systems and specifications, flow-charts, user manuals and training materials relating thereto and any translations thereof (collectively, "Software"); (vi) patents and patent rights ("Patents"); (vii) copies and tangible embodiments of all of the foregoing as well as related documentation in whatever form or medium; (viii) all pending applications for and registrations of any of the foregoing, both foreign and domestic; and (ix) the right to sue for infringement of past payment, if any, in connection with any of the foregoing.

(b) Section 3.9(b)(i) of the Seller Disclosure Schedule lists (by name, owner and, where applicable, registration number and jurisdiction of registration, application, certification or filing) all Intellectual Property used in the Business that is owned by the Seller (whether exclusively, jointly with another Person or otherwise) ("Seller Owned Intellectual Property"). Except as described in Section 3.9 (b)(ii) of the Seller Disclosure Schedule, the Seller owns the entire right, title and interest to all Seller Owned Intellectual Property free and clear of all Liens (other than Permitted Liens). Such Seller Owned Intellectual Property, together with the Seller rights under the In-Bound Licenses listed on Section 3.9 (c) of the Seller Disclosure Schedule (the "Seller Licensed Intellectual Property" and collectively, the "Seller Intellectual Property"), constitutes all the Intellectual Property used in or necessary

for the operation of the Business as it is currently conducted and as currently proposed to be conducted.

(c) Section 3.9(c) of the Seller Disclosure Schedule lists all licenses, sublicenses and other agreements pursuant to which a third party authorizes the Seller to use, practice any rights under, or grant sublicenses with respect to, any Intellectual Property used in the Business and owned by a third party other than "shrink-wrap" and similar commercially available end-user licenses ("In-Bound Licenses"), including the incorporation of any such Intellectual Property into products of the Seller and, with respect to each In-Bound License, whether the In-Bound License is exclusive or non-exclusive.

(d) Section 3.9 (d) the Seller Disclosure Schedule lists all licenses, sublicenses and other agreements pursuant to which the Seller authorizes a third party to use, practice any rights under, or grant sublicenses with respect to, the Seller Owned Intellectual Property or pursuant to which the Seller grants rights to use or practice any rights under any Intellectual Property owned by a third party ("Out-Bound Licenses") and, with respect to each Out-Bound License, whether the Out-Bound License is exclusive or non-exclusive.

(e) Except as set forth in Section 3.9 (e) of the Seller Disclosure Schedule, all registrations with and applications to Governmental Entities in respect of Seller Owned Intellectual Property are valid and in full force and effect and except as set forth in Section 3.9 (e) of the Seller Disclosure Schedule, there are no actions that must be taken by the Buyer within 120 days after the date hereof, including the payment of any registration, maintenance or renewal fees or the filing of any documents, applications or certificates for the purposes of maintaining, perfecting or preserving or renewing any such Seller Owned Intellectual Property.

(f) The Seller is not aware of any challenges (or any basis therefor) with respect to the validity or enforceability of the Seller Owned Intellectual Property. Section 3.9 (f) of the Seller Disclosure Schedule lists the status of any proceedings or actions before the United States Patent and Trademark Office or any other Governmental Entity anywhere in the world related to any of the Seller Owned Intellectual Property, including the due date for any outstanding response by the Seller in such proceedings. The Seller has not taken any action or failed to take any action that could reasonably be expected to result in the abandonment, cancellation, forfeiture, relinquishment, invalidation, waiver or unenforceability of the Seller Owned Intellectual Property and is not in default (and with the giving of notice or lapse of time or both would not be in default) under any In-Bound License. Section 3.9 (f) of the Seller Disclosure Schedule lists all previously held registrations of, or applications for, Intellectual Property that the Seller has abandoned, cancelled, forfeited or relinquished during the 12 months prior to the date of this Agreement.

(g) The Seller Intellectual Property and the Business of the Seller as currently conducted and as currently proposed to be conducted in the future do not infringe or otherwise violate the Intellectual Property rights of any third party. The Seller has not received any communication alleging that the Seller Intellectual Property and the Business of the Seller is infringing or otherwise violating any Intellectual Property Rights of a third party. No Action has been instituted against the Seller, or, to the Seller's Knowledge, threatened against the Seller, relating to any Intellectual Property formerly or currently used by the Seller in relation to

the Business and none of the Seller Intellectual Property is subject to any outstanding Order. There are no restrictions on the direct or indirect transfer of any of the Seller Intellectual Property or any In-Bound License. To the Seller's Knowledge, no Person has infringed or is infringing any Seller Intellectual Property or has otherwise misappropriated or is otherwise misappropriating the Seller Intellectual Property.

(h) With respect to the Proprietary Information of the Seller used in or relating to the Business, the documentation relating thereto is current, accurate and sufficient in detail and content to identify and explain it and to allow its full and proper use without reliance on the special knowledge or memory of others, except for Messrs. Mark and Ryan Donnelly, Jeff LaPointe and Anthony Servideo. The Seller has taken commercially reasonable steps to protect and preserve the confidentiality of all Intellectual Property used in or relating to the Business that derives value from being kept secret and confidential and any receipt or use by, or disclosure to, a third party of such Intellectual Property has been pursuant to the terms of binding written confidentiality and non-use agreement between the Seller and such third party ("Non-disclosure Agreements"). True and complete copies of the Non-disclosure Agreements, and any amendments thereto, have been provided or will be provided to the Buyer. The Seller is, and to the Seller's Knowledge, all other parties thereto are, in compliance with the provisions of the Non-disclosure Agreements or the other Contracts pursuant to which a third party has disclosed to, or authorized the Seller to use, Proprietary Information owned by such third party.

(i) All current and former employees, consultants and contractors of the Seller have executed and delivered, and are in compliance with, enforceable agreements regarding the protection of Seller Owned Intellectual Property and providing valid written assignments of all Intellectual Property used in or relating to the Business and conceived or developed by such employees, consultants or contractors in connection with their services for the Seller ("Work Product Agreements"). True and complete copies of the Work Product Agreements have been provided or will be provided to the Buyer. No current or former employee, consultant or contractor or any other Person has any right, claim or interest to any of the Seller Owned Intellectual Property.

(j) No employee, consultant or contractor of the Seller has been, is or will be, by performing services for the Seller, in violation of any term of any employment, invention disclosure or assignment, confidentiality or non-competition agreement or other restrictive covenant or any Order as a result of such employee's, consultant's or contractor's employment with the Seller or any services rendered by such employee, consultant or contractor.


(k) All Intellectual Property that has been distributed, sold or licensed to a third party by the Seller that is covered by warranty conformed and conforms to, and performed and performs in accordance with, the representations and warranties provided with respect to such Intellectual Property by or on behalf of the Seller for the time period during which such representations and warranties apply.

(l) Software. Except as set forth in Section 3.9 (l) of the Seller Disclosure Schedule:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

SELLER:

UCOMPAREHEALTHCARE, LLC

By: 
Name: MARK ST-DONNELL
Title: MANAGING MEMBER

BUYER:

ABOUT, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the date first above written.

SELLER:

UCOMPAREHEALTHCARE, LLC


By: _____

Name:

Title:

BUYER:

ABOUT, INC.

By:  _____

Name: Kenneth A. Richiani

Title: Vice President

Signature page to Asset Purchase Agreement

TRADEMARK
REEL: 003514 FRAME: 0787

Accounting is on a cash basis. No accounts receivable
 As of 2/28/07. Revenues generated as of 3/1/07 are the
 Property of About, Inc.

3.7 (a) Personal Properties & Assets that are Purchased Assets

Item	Purchase Date	Purchase Description
19" HP L1955 Monitor	04/27/2005	HP L1955 19 inch TFT Monitor
Admin Desk	05/13/2005	Budget Office Furniture Desk & Chair
Admin Desks	05/04/2005	Budget Office Desks
Cent 512MB RAM for SPOC	04/05/2005	512 MB RAM for SPOC
Development Computer	04/27/2005	HP DC5000
Dream Weaver	04/05/2005	Dream Weaver for web page
External Hard Drive	04/05/2005	Buslink External Hard Drive
Finance Computer	04/24/2005	HP A1020N Desktop Computer
Gateway Monitor	04/05/2005	Rob Cohen
HP 3800 Color Laser printer	01/06/2005	HP 3800 Color Laser printer
HP ZV6000 laptop - Mark	11/30/2005	HP ZV6000 laptop
HP ZV6000 laptop - SAS	01/06/2005	HP ZV6000 laptop
Logitech Keyboard & Mouse- mark	04/24/2005	Logitech Wireless Keyboard/Mouse
MS Office Pro - Finance/Mark	04/24/2005	MS Office Professional 2003
MS Small Business Server 2003	08/30/2005	MS Small Business Server 2003
New SPOC	08/30/2005	New SPOC
Norton AntiVirus 2005	04/24/2005	Norton AntiVirus 2005 Finance/Mark
Office Furniture	04/20/2005	Budget Office Furniture Set
Office Security System	05/04/2005	Safe & Secure Protection Alarm System
Phone System	11/03/2005	Comdial Executech 616 from TEI
QuickBooks Pro 2005	04/24/2005	QuickBooks Pro 2005
Ryan's Compaq Office Computer	10/28/2005	Compaq computer - CompUSA
Samsung SyncMaster 730B monitor	04/24/2005	Samsung SyncMaster 17" monitor on Finance/Mark
SPOC Server, Monitor & USB driv	12/09/2004	SPOC Serve MWAVE, Monitor, memory & USB Drive
Symantec AntiVirus	04/05/2005	Symantec AntiVirus
TPOC	06/27/2005	TPOC from NewEgg
VB.NET	04/05/2005	VB.NET from Microsoft
Window Guards	07/19/2005	Window Guards

3.8 Sufficiency of Purchased Assets
 None

3.9 (b) i Intellectual Property

U.S. Trademark Appln. Serial No. 78/839,913 "UCompare Health Care" Ref No: 706T001
 U.S. Trademark Appln. Serial No. 78/839,933 "Decision Assistant" Ref No: 706T002
 Certificate of the Copyright Office: UCHC Methodology TXU: TX 6-360-602
 See Attached Index of Reference Library: Yellow highlighted items are IF

3.9 (c) Lists of all Licenses & Sub Licenses

3M data processing license agreement
 CMS (PUF) Data Use Agreement (DUA)