

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Geoffrey B. Baker		04/06/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Med-Vantage		
<b>Street Address:</b>	353 Sacramento Street Suite 1520		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94111		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	78905544	HEALTH PERFORMANCE INSTITUTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)814-7111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-814-7102		
<b>Email:</b>	bandersen@medvantage.com		
<b>Correspondent Name:</b>	Brian Andersen		
<b>Address Line 1:</b>	353 Sacramento Street Suite 1520		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111		
<b>NAME OF SUBMITTER:</b>	Brian Andersen		
<b>Signature:</b>	/Brian Andersen/		
<b>Date:</b>	04/06/2007		

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Total Attachments: 3  
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## ASSIGNMENT OF TRADEMARK

WHEREAS, GEOFFREY B. BAKER, an individual, located at 1065 Lombard Street, San Francisco, California 94109, hereinafter referred to as ASSIGNOR, has adopted, used, is using and is the owner of the following trademarks, trademark applications and trademark registrations, identified herein in Exhibit 1, hereinafter referred to as the TRADEMARKS; and

WHEREAS, MED-VANTAGE, INC., a California Corporation, located at 353 Sacramento Street, Suite 1520, San Francisco, California 94111, hereinafter referred to as ASSIGNEE, is desirous of acquiring all right, title and interest in and to the TRADEMARKS.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assign to ASSIGNEE all worldwide right, title and interest in and to said TRADEMARKS, together with the goodwill of the business symbolized by said TRADEMARKS and the registrations thereof.

ASSIGNOR hereby further assign to ASSIGNEE (a) all damages and other proceeds hereafter recovered or received in any infringement suit, settlement or other proceeding related to the TRADEMARKS, (b) the right to sue for past, present and future infringements of the TRADEMARKS, and (c) all other rights corresponding to the TRADEMARKS and any existing or future applications and registrations related to the TRADEMARKS throughout the world.

ASSIGNOR further warrants that upon request of ASSIGNEE, it shall execute all documents, instruments and papers, make all rightful oaths, testify on behalf of ASSIGNEE and do all other lawful acts necessary to carry out the intent of this Assignment or to more fully evidence ASSIGNEE'S rights in the TRADEMARKS as well as to provide such other material, information and assistance as ASSIGNEE may consider necessary to carry out the intent of this Assignment.

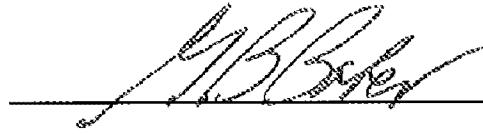
ASSIGNOR further warrants that the TRADEMARKS assigned herein are in compliance with 37 C.F.R. Section 3.16, stating that ASSIGNOR is assigning any and all TRADEMARKS to register a mark under 15 U.S.C. 1051(b) to ASSIGNEE as successor to the applicant's business, or portion of the business to which the mark pertains, and the business is ongoing and existing.

ASSIGNOR covenants to and with ASSIGNEE that the ASSIGNOR is the owner and has the right to transfer and assign the TRADEMARKS, that the TRADEMARKS are free and clear of all liens, encumbrances and security interests, and that the ASSIGNOR will defend the title of the TRADEMARKS against any person claiming an adverse interest in the TRADEMARKS which interest arose prior to the date thereof.

The Assignment is binding upon the parties, their successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith. This

Assignment may be signed in counterpart and a signed facsimile copy shall have full force and effect as of the original.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on April 6, 2007.

A handwritten signature in black ink, appearing to read "G. Baker", is written over a solid horizontal line.

Geoffrey Baker, CEO  
Med-Vantage, Inc.

Exhibit 1

TRADEMARK NAME	SERIAL NUMBER	DATE FILED
HEALTH PERFORMANCE INSTITUTE	78/905544	10/27/2006