

**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>
Healia, Inc.		06/14/2007	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Meredith Corporation		
<b>Street Address:</b>	1716 Locust Street		
<b>City:</b>	Des Moines		
<b>State/Country:</b>	IOWA		
<b>Postal Code:</b>	50309-3023		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2974148	HEALIA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(515)284-2776		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	515.284.2167		
<b>Email:</b>	becky.king@meredith.com		
<b>Correspondent Name:</b>	Becky King		
<b>Address Line 1:</b>	1716 Locust Street		
<b>Address Line 4:</b>	Des Moines, IOWA 50309-3023		
<b>NAME OF SUBMITTER:</b>	Rebecca J. King		
<b>Signature:</b>	/Rebecca J. King/		
<b>Date:</b>	08/15/2007		

**CH \$40.00 2974148**

Total Attachments: 5  
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## ASSIGNMENT and DOMAIN NAME TRANSFER AGREEMENT

AGREEMENT made as of the 14<sup>th</sup> day of June, 2007 (this "Agreement") by Healia, Inc., a Washington corporation with a place of business at 12505 Bel-Red Road, Suite 209, Bellevue, Washington 98005 ("Assignor"), to Meredith Corporation, an Iowa corporation with a place of business at 1716 Locust Street, Des Moines, Iowa 50309 ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

**WHEREAS**, the Assignor is the owner of the various registered and unregistered trademarks, service marks, trade names, trade dress, logos, business and product names, slogans and internet domain names (including all completed or pending federal, state or foreign registrations, renewal or applications for registration or renewal of any of them) in connection with the Business listed on Schedules 2.8(e) and 2.8(h) of the Purchase Agreement, copies of which are annexed hereto and incorporated by reference (collectively the "Trademarks"); and

**WHEREAS**, each of the domain names listed in Schedule 2.8(h) has been registered with the applicable ICANN-accredited domain name registrar (collectively the "Registrars");

**WHEREAS**, pursuant to an Asset Purchase Agreement dated June 14<sup>th</sup>, 2007 (the "Purchase Agreement"), Assignor desires to assign, transfer, convey and deliver, and Assignee desires to acquire, all Assignor's right, title and interest in and to the Trademarks;

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Purchase Agreement and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Trademarks: Assignor hereby sells, transfers, conveys and assigns to the Assignee, its legal representatives, successors and assigns Assignor's entire right, title and interest in and to the Trademarks, together with the goodwill of the Business appurtenant thereto and symbolized by the Trademarks and the right to apply for registrations thereof.
2. Request for Authorization: Following the closing, upon forty-eight hours' notice to Assignor, Assignee will submit requests for the transfer of the Domain Names to the applicable registrar for each domain name, and pursuant to the policies applicable thereto, each such registrar will send, via e-mail to the administrative contacts for each of the Domain Names, a request to authorize such transfer.
3. Authorization of Transfers: Within forty-eight (48) hours after receipt by the applicable administrative contact for each domain name, Assignor shall or shall cause each such administrative contact to authorize the transfer of such domain name to Assignee in accordance with the applicable request from the applicable registrar. Assignor shall pay all fees, if any, associated with such domain name transfer requests.

4. Unlocking Domains: Within forty-eight (48) hours of notification by Assignee that a particular registrar has placed a lock on a Domain Name, Assignor agrees to request that such registrar remove such lock and promptly to notify Assignee when the applicable registrar has removed the lock. The date of notification from Assignor that such locks have been removed will serve as the closing date for those domains and Assignee and Assignor, thereafter, will follow the procedure for transfer set forth in paragraph 2 and 3 herein.

5. Appointment as Attorney: Assignor hereby irrevocably constitutes and appoints Assignee and its successors, legal representatives and assigns the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor or Assignee but on behalf of and for the benefit of Assignee and its successors, legal representatives and assigns, and at the sole expense of Assignee, solely to institute, prosecute, compromise, defend and settle any and all proceedings at law, in equity or otherwise that it and its successors, legal representatives or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the Trademarks, including the right to sue for infringement of the Trademarks, including past infringements, and to do all such acts and things in relation thereto as its successors, legal representatives or assigns shall deem desirable. Assignor shall fully cooperate with and assist Assignee in such proceedings. Assignor hereby declares that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable and perpetual and shall not be terminated by any act of Assignor or by operation of law, or by the occurrence of any other event, including, without limitation, the bankruptcy of Assignor, or in any other manner or for any other reason. The intent of this Agreement is to substitute the Assignee in the place of Assignor.

6. Successors and Assigns: This instrument is executed by, and shall be binding upon, Assignor, its successors and assigns, for the uses and purposes above set forth and referred to and shall inure to the benefit of Assignee, its successors and assigns.

7. Additional Documents and Information: Assignor and Assignee agree to execute all papers and to perform such other proper acts as Assignee may deem necessary to record the assignment made by this Agreement. Assignor, from time to time after the Closing, at Assignee's request, shall execute, acknowledge and deliver to Assignee such other instruments of conveyance and transfer and will take such other actions and execute and deliver such other documents, certifications and further assurances as Assignee may reasonably require in order to vest title more effectively in Assignee, or to put Assignee more fully in possession of, any of the Trademarks. All of the parties hereto shall cooperate with one other and execute and deliver to the other such other instruments and documents and take such other actions as may be reasonably requested from time to time by the other party hereto as necessary to carry out, evidence and confirm the intended purposes of the Purchase Agreement.

8. Purchase Agreement Governs: This Agreement is subject in all events to the terms and conditions of the Purchase Agreement and in the event of a conflict or inconsistency between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall prevail.

9. Choice of Law: Any claims and causes of action arising with respect to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

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**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the date first written above.

MEREDITH CORPORATION

By: John Zieser  
John Zieser, Chief Development Officer  
and General Counsel

HEALIA, INC.

By: \_\_\_\_\_  
Name: Tom Eng  
Title: CEO

**Acknowledgment**

STATE OF WASHINGTON            )  
  ss.:  
COUNTY OF KING                )

On June \_\_, 2007, before me personally appeared Tom Eng, the CEO of Healia, Inc., personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument with authority of the Board of Directors in his capacity to act on behalf of said Corporation, and that, by his signature on the within instrument, the person or entity on behalf of which he acted executed the within instrument.

Sworn to before me this \_\_  
day of June, 2007

\_\_\_\_\_  
Notary Public

9. Choice of Law: Any claims and causes of action arising with respect to this Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

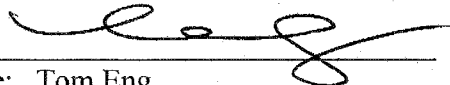
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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

MEREDITH CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

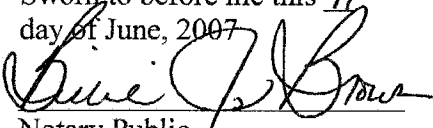
HEALIA, INC.

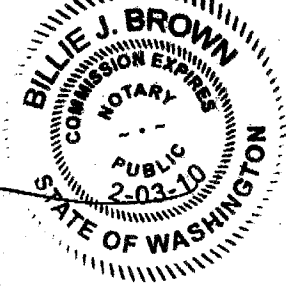
By:   
Name: Tom Eng  
Title: CEO

**Acknowledgment**

STATE OF WASHINGTON )  
  ) ss.:  
COUNTY OF KING )

On June 11, 2007, before me personally appeared Tom Eng, the CEO of Healia, Inc., personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the within instrument with authority of the Board of Directors in his capacity to act on behalf of said Corporation, and that, by his signature on the within instrument, the person or entity on behalf of which he acted executed the within instrument.

Sworn to before me this 11th  
day of June, 2007  
  
Notary Public



**Schedule 2.8(e)  
Trademarks**

1. Seller has an active registered service mark for the mark "Healia."

Serial Number: 78327281

Registration Number: 2974148

Filing Date: November 13, 2003

Registration Date: July 19, 2005

Contact:

U.S. Patent and Trademark Office

P. O. Box 15667

Arlington, VA 22215

800-786-9199

2. Seller's tag line for its search technology, "your search for health," is an unregistered trademark.
3. Seller's logo below is an unregistered trademark.

**Healia**<sup>®</sup>  
your search for health

4. Seller has the registered domain names listed in paragraph 3 of Schedule 1.1(b).

With the exception of "healia" domain names, Seller has not conducted formal searches to determine potential trademark infringement or other intellectual property conflict with the above domain names. It is possible that others have registered domain names that are very similar to these or "healia" domain names. For example, without limitation, a third party has registered "helia.com," which can be confused with healia.com.