

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
My Choice Medical Holdings, Inc.		01/06/2005	CORPORATION: PENNSYLVANIA
My Choice Medical, Inc.		01/06/2005	CORPORATION: DELAWARE
Market Test Solutions, Inc.		01/06/2005	CORPORATION: PENNSYLVANIA
Gerard A. Powell		01/06/2005	INDIVIDUAL:
Patricia Powell		01/06/2005	INDIVIDUAL:
Vincent Trapasso		01/06/2005	INDIVIDUAL:
Charlie Trapasso		01/06/2005	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	My Choice Medical Acquisition Sub, Inc.
Street Address:	1410 Spruce Street
City:	Stroudsburg
State/Country:	PENNSYLVANIA
Postal Code:	18360
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2654409	LOOKS FOR LESS
Registration Number:	2842406	1800 BODYMONEY
Registration Number:	2918370	1-800-PHONEDOCTOR

CORRESPONDENCE DATA

Fax Number: (202)293-6330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202-956-7685
 Email: CarrierR@sullcrom.com
 Correspondent Name: Rita M. Carrier
 Address Line 1: 1701 Pennsylvania Avenue, NW

OP \$90.00 2654409

Address Line 2: Sullivan & Cromwell LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	Rita M. Carrier
Signature:	/Rita M. Carrier/
Date:	08/15/2007

Total Attachments: 7
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BILL OF SALE AND ASSUMPTION

This Bill of Sale and Assumption ("Bill of Sale and Assumption") is entered into pursuant to that certain Asset Purchase Agreement (the "Agreement") dated as of December 22, 2004 by and between **VERTRUE, INCORPORATED**, a Delaware corporation, and **MY CHOICE MEDICAL ACQUISITION SUB, INC.**, a Delaware corporation (the "Buyer"), **MY CHOICE MEDICAL HOLDINGS, INC.**, a Pennsylvania corporation **My Choice Medical, Inc.**, a Delaware corporation, **Market Test Solutions, Inc.**, a Pennsylvania corporation (collectively the "Seller") and the principal shareholders of Seller named therein. All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement.

Seller, for valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, hereby transfers, conveys, assigns and delivers to Buyer all of Seller's right, title and interest in and to the Acquired Assets, including: (a) any Real Property that may be identified on Schedule 2.1(a); (b) the Tangible Personal Property, all as identified on Schedule 2.1(b); (c) Intangible Personal Property as identified on Schedule 2.1(c); (d) the Intellectual Property as identified on Schedule 2.1(d); (e) the Business Contracts as identified on Schedule 2.1(e) attached hereto and incorporated herein by this reference, (f) Inventories as identified on Schedule 2.1(f); (g) the claims and causes of action, matured or unmatured, absolute or contingent, relating to or arising out of or in connection with or relating to the Acquired Assets, including without limitation all of Seller's rights to recover past, present and future damages for the breach, infringement or misappropriation, as the case may be, of the Intellectual Property and the Contracts; and (h) the Books and Records of Seller. Notwithstanding anything herein to the contrary, this Bill of Sale and Assumption shall not transfer, convey, assign or deliver to Buyer any right, title or interest in or to the Excluded Assets.

Buyer, for valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, hereby assumes and is obligated to pay and discharge only (a) the executory obligations of Seller under the Business Contracts, except to the extent any such obligations arise out of or result from Seller's breach of or default in its obligations under the Business Contracts prior to the Closing and (b) the liabilities and obligations, if any, which are specifically identified on Schedule 2.3. Except for the Assumed Liabilities, Buyer is not assuming and is not obligated to pay or discharge any debts, obligations or other liabilities of Seller, including without limitation any of the Excluded Liabilities.

At any time and from time to time after the date hereof, Seller shall execute and deliver or cause to be executed and delivered such instruments, documents, agreements, consents and assurances and take such other actions as Buyer reasonably may require to more effectively convey, transfer to and vest in Buyer and to put Buyer in possession of the Acquired Assets.

The obligations under this Bill of Sale and Assumption shall be binding upon and enforceable against Seller or Buyer, as applicable, and their respective

successors and permitted assigns and shall inure to the benefit of and be enforceable by Buyer or Seller, as applicable, and their respective successors and permitted assigns. The terms, provisions and conditions of this Bill of Sale and Assumption may be amended only by agreement in writing of both parties. No waiver of any provision nor consent to any exception to the terms of this Bill of Sale and Assumption or any agreement contemplated hereby will be effective unless in writing and signed by the party to be bound and then only to the specific purpose, extent and instance so provided.

No failure on the part of either party to exercise or delay in exercising any right hereunder will be deemed a waiver thereof, nor will any single or partial exercise preclude any further or other exercise of such or any other right.

This Bill of Sale and Assumption is executed and delivered pursuant to the Agreement and is subject to the representations, warranties, covenants, terms, conditions and other provisions of the Agreement. All representations, warranties, agreements and indemnities of Seller with respect to the Acquired Assets set forth in the Agreement will continue in effect as provided therein and will not be deemed to be amended, modified, terminated or superseded by or merged with this Bill of Sale and Assumption.

If any provision of this Bill of Sale and Assumption is held to be unenforceable for any reason, it will be adjusted rather than voided, if possible, to achieve the intent of the parties. All other provisions of this Bill of Sale and Assumption will be deemed valid and enforceable to the extent possible. This Bill of Sale and Assumption shall be governed by and construed in accordance with the laws of the State of Connecticut, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

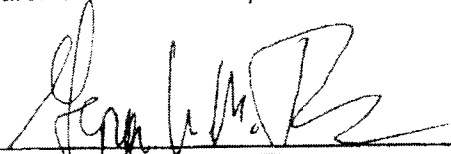
All schedules and exhibits, attached hereto and referred to herein, are an integral part of this Bill of Sale and Assumption and are incorporated herein by reference hereby.

This Bill of Sale and Assumption has been jointly negotiated by the parties and is to be interpreted according to its fair meaning as if the parties had prepared it together and not strictly for or against any party. In this Bill of Sale and Assumption whenever the context so requires, the gender includes the neuter, feminine and masculine and the number includes the singular and the plural and the words "person" and "party" include individuals, corporations, partnerships, firms, trusts, associations, other legal entities and any group of persons acting in concert. Any references to parties, Articles, Sections, Subsections, Exhibits or Schedules shall be to the parties hereto and the relevant Articles, Sections, Subsections, Exhibits or Schedules of the Agreement as appropriate. The word "or" is inclusive and shall also mean "and." The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular articles, section or other subdivision. References in this Bill of Sale and Assumption to "provisions" of this Bill of Sale and Assumption refer to the terms, conditions and promises contained in this Bill of Sale and Assumption taken as a whole. All references to days, months, quarters or years are references to business days, calendar months, calendar quarters or calendar years. The words "includes" and "including" shall mean by way of example and not by way of limitation.

This Bill of Sale and Assumption may be executed in counterparts, which shall be considered one and the same agreement and shall become effective when a counterpart has been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Bill of Sale and Assumption by persons duly authorized as of the date first set forth above.

Parent: Vertrue Incorporated



Name: George W. M. Thomas

Title: Senior Vice President and General Counsel

Date: 11/6/05

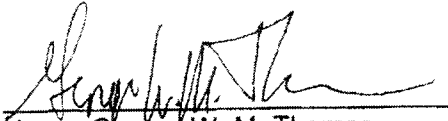
Seller: My Choice Medical Holdings, Inc.,
a Pennsylvania corporation

Name:

Title:

Date:

Buyer: My Choice Medical Acquisition Sub, Inc.
a Delaware corporation



Name: George W. M. Thomas

Title: Secretary

Date: 11/6/05

My Choice Medical, Inc.
a Delaware corporation

Name:

Title:

Date:

Market Test Solutions, Inc.
a Pennsylvania corporation

Name:

Title:

Date:

Principal Shareholders:


Gerard A. Powell

Patricia Powell

IN WITNESS WHEREOF, the undersigned have executed and delivered this Bill of Sale and Assumption by persons duly authorized as of the date first set forth above.

Parent: Vertrue Incorporated

Seller: My Choice Medical Holdings, Inc.,
a Pennsylvania corporation



(CEO)

Name: George W. M. Thomas

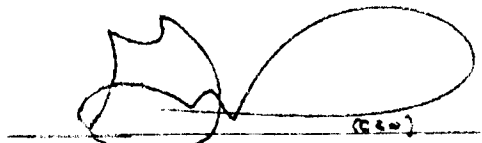
Title: Secretary

Date:

Date: 1/6/05

Buyer: My Choice Medical Acquisition Sub, Inc.
a Delaware corporation

My Choice Medical, Inc.
a Delaware corporation



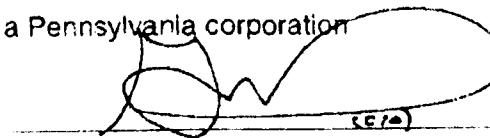
(CEO)

Name: George W. M. Thomas

Title: Secretary

Date: 1/6/05

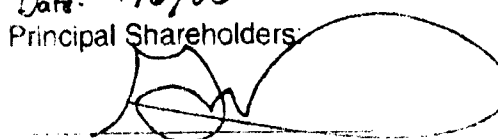
Market Test Solutions, Inc.
a Pennsylvania corporation



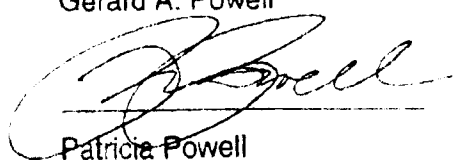
(CEO)

Date: 1/6/05

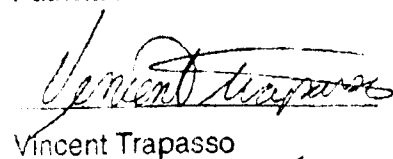
Principal Shareholders:



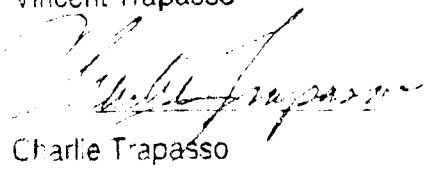
Gerard A. Powell



Patricia Powell



Vincent Trapasso



Charlie Trapasso

SCHEDULE 2.1(C)

Intangible Personal Property

Trademarks

Looks for Less

My Choice Medical, Inc.

thatsmile.com

1-800-phonedoctor

agreatlook

Counter Attack Systems

1-800-Be-Your-Best

1800bodymoney.com

makeovercentersofamerica.com

Image Plus Personal Makeover Software

Breastloan.com

Lipoloan.com