

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
AWF Alliance, LLC		10/03/2007	LIMITED LIABILITY COMPANY: TEXAS

RECEIVING PARTY DATA

Name:	American Pharmacy Cooperative, Inc.
Street Address:	3950 Valley East Industrial Drive
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35217
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	73615593	HEALTHCARE AMERICA
Serial Number:	73615594	HEALTHCARE AMERICA
Serial Number:	75668761	HEALTHCARE AMERICA
Serial Number:	75668762	HEALTHCARE AMERICA
Serial Number:	75668763	HEALTHCARE AMERICA
Serial Number:	75668764	HEALTHCARE AMERICA
Serial Number:	75668765	HEALTHCARE AMERICA
Serial Number:	75668772	HEALTHCARE AMERICA
Serial Number:	75668773	HEALTHCARE AMERICA
Serial Number:	75932856	HEALTHCARE AMERICA
Serial Number:	75569983	HEALTHCARE AMERICA

CORRESPONDENCE DATA

Fax Number: (205)488-5891

900088535

**TRADEMARK
 REEL: 003633 FRAME: 0694**

OP \$290.00 73615593

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 205-226-3404
Email: ppsmith@balch.com
Correspondent Name: Pamela Payne Smith
Address Line 1: 1901 Sixth Avenue North
Address Line 2: Suite 2600
Address Line 4: Birmingham, ALABAMA 35203

NAME OF SUBMITTER:	Timothy R. Hamrick
Signature:	/Timothy R. Hamrick/
Date:	10/04/2007

Total Attachments: 3

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source=Healthcare America Trademark Assignment#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment ("Assignment") is made and entered into effective as of the ^{3rd} day of October, 2007 (the "Effective Date") by and between AFW Alliance, LLC, a Texas limited liability company with its principal place of business at 1702 Hampton Road, Texarkana, Texas 75503 ("Assignor") and American Pharmacy Cooperative, Inc., an Alabama corporation with its principal place of business at 3950 Valley East Industrial Drive, Birmingham, Alabama 35217 ("Assignee").

WHEREAS, Assignor has determined it is in its best interests to convey and assign the intellectual property identified in Paragraph 1 below to Assignee in accordance with the terms and conditions set forth below;

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

1. Assignment. For One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, convey, transfer, assign, and deliver unto Assignee, for the benefit of Assignee, its successors and assigns, the entire right, title and interest of Assignor in, to, and under the trademarks, trade names, service marks, trade dress and all goodwill associated therewith used by Assignor whether or not protectable under federal trademark law and whether or not registered with the United States Patent and Trademark Office, including, without limitation, the trademark registrations set forth in Exhibit A (collectively, the "Intellectual Property") and all rights to renew and enforce the Intellectual Property.

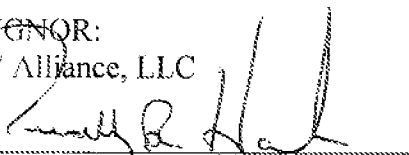
2. Entire Agreement. This Assignment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both oral and written, between the parties with respect to the subject matter of this Assignment. This Assignment may not be modified except by means of a writing signed by both parties.

3. Binding Effect. This Assignment is binding upon and will inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. Governing Law. This Assignment shall be construed and interpreted according to the laws of the State of Alabama, without reference to its conflicts of law provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

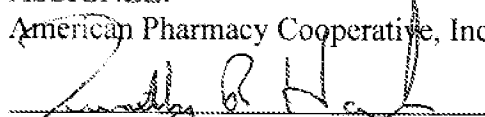
ASSIGNOR:
AFW Alliance, LLC



By: American Pharmacy Cooperative, Inc.
Its: Member

ASSIGNEE:

American Pharmacy Cooperative, Inc.




By: Timothy R. Hamrick

Its: Chief Executive Officer

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, as Notary Public, in and for said County in said State, hereby certify that Timothy R. Hamrick, as Chief Executive Officer of American Pharmacy Cooperative, Inc., the sole member of AFW Alliance, LLC, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily.

Given under my hand and official seal this 3rd day of October, 2007.


Notary Public

[NOTARIAL SEAL]

My Commission Expires: 12/04/08

EXHIBIT A
TRADEMARKS

United States
Application Number

Mark

73/615,593	HEALTHCARE AMERICA Design
73/615,594	HEALTHCARE AMERICA
75/668,761	HEALTHCARE AMERICA Design
75/668,762	HEALTHCARE AMERICA Design
75/668,763	HEALTHCARE AMERICA Design
75/668,764	HEALTHCARE AMERICA Design
75/668,765	HEALTHCARE AMERICA Design
75/668,772	HEALTHCARE AMERICA Design
75/668,773	HEALTHCARE AMERICA Design
75/932,856	HEALTHCARE AMERICA
75/569,983	HEALTHCARE AMERICA Design