

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
HealthTalk, Inc.		12/05/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Revolution Health Group LLC
Street Address:	1250 Connecticut Avenue NW, Suite 600
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20036
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2694641	CDPI
Registration Number:	2667739	CELEBRITY PATHFINDERS
Registration Number:	2669803	DIABETESTALK
Registration Number:	2616554	FAMILY PATHFINDERS
Registration Number:	2539639	HEADACHETALK
Registration Number:	2892281	HEALTHTALK
Registration Number:	2754896	HEALTHTALK
Registration Number:	2096293	HEALTHTALK INTERACTIVE
Registration Number:	2542490	MSTALK
Registration Number:	2542493	PUTTING IT IN PERSPECTIVE
Registration Number:	2828859	RXSITE

CORRESPONDENCE DATA

Fax Number: (202)857-6395
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

CH \$290.00 2694641

Phone: 202-857-8977
Email: bush.douglas@arentfox.com
Correspondent Name: Douglas R. Bush
Address Line 1: Arent Fox LLP, 1050 Connecticut Avenue NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	028890.00000
NAME OF SUBMITTER:	Douglas R. Bush
Signature:	/D. R. Bush/
Date:	12/19/2007

Total Attachments: 6
source=healthtalk#page1.tif
source=healthtalk#page2.tif
source=healthtalk#page3.tif
source=healthtalk#page4.tif
source=healthtalk#page5.tif
source=healthtalk#page6.tif

ASSIGNMENT OF SELLER INTELLECTUAL PROPERTY

THIS ASSIGNMENT (the "Intellectual Property Assignment"), effective as of December 5, 2007, is made by and among HealthTalk, Inc., a Delaware corporation ("HealthTalk"), Rx Dialogue, Inc., a Delaware corporation ("RXD") and Revolution Health Group LLC, a Delaware limited liability Company ("Assignee"). HealthTalk and RXD are each referred to herein individually as an "Assignor" and collectively, as the "Assignors."

WHEREAS, pursuant to the Purchase Agreement (defined below), the Assignors have agreed to sell and the Assignee has agreed to purchase, subject to the assumption of certain Assumed Liabilities of the Assignors, the Purchased Assets.

WHEREAS, in accordance therewith, the Assignors desire to transfer and assign to the Assignee, and the Assignee desires to accept the transfer and assignment of, all of the Intellectual Property Assets, which are set forth in Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows.

1. **Definitions.** Capitalized terms used and not defined herein shall have the meanings ascribed thereto in that certain Asset Purchase Agreement, dated as of November 30, 2007, by and among the Assignors, Informed Medical Communications, Inc., the sole stockholder of HealthTalk, and the Assignee (the "Purchase Agreement").
2. **Assignment.** Each Assignor does hereby assign to the Assignee all of its legal and equitable right, title, and interest of whatever nature throughout the world in and to the Intellectual Property Assets and all registrations and applications for registrations of the Intellectual Property Assets, including the registrations identified on Schedule A, together with the goodwill of the Business symbolized by the Intellectual Property Assets, and together with all of such Assignor's right to sue and recover for past, present and future claims or causes of action arising out of or related to any infringements, dilutions or misappropriations of the Intellectual Property Assets (collectively, the "Assigned Property"), free and clear of all Encumbrances (other than Permitted Encumbrances), the same to have and to hold by the Assignee as fully and entirely as the same would have been held by the Assignor had this assignment not been made.
3. **Further Assurances.** Each Assignor hereby agrees to execute at Assignee's expense all documents for use in applying for and obtaining trademark and copyright registrations and other rights and protections relating to the Assigned Property and enforcing the same, as the Assignee may reasonable request, together with any assignments thereof to the Assignee or persons designated by it. In the event the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any document or documents needed to apply for or prosecute any trademark, copyright or other right or protection relating to any Assigned Property, for any reason whatsoever, each Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact to act for and on such Assignor's behalf to execute and file any such application or

applications and to do all other lawfully permitted acts to further the prosecution of any trademarks, copyrights or similar protections thereon with the same legal force and effect as if executed by the Assignor at no cost to either Assignor.

4. Validity Disputes; Use. Assignors agree to assist the Assignee, upon Assignee's reasonable request and at Assignee's sole expense, in any pending or threatened suits or actions by third parties challenging the validity or enforceability of any Intellectual Property Asset. Further, Assignors shall not directly or indirectly, challenge Assignee's ownership of or right to use any of the Assigned Property. Assignors shall not directly or indirectly use, register or attempt to register or use any domain name, trade name, trademark, or service mark that implies an association between the Assignors and Assignee or is confusingly similar to any of the Assigned Property.

5. No Third Party Beneficiaries. Nothing in this instrument, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation or other entity, other than the Assignee, the Assignors and each of their respective successors and assigns, any remedy or claim under or by reason of this instrument or any agreement, term, covenant or condition hereof, and all of the agreements, terms, covenants and conditions contained in this instrument shall be for the sole and exclusive benefit of the Assignee, the Assignors and their respective successors and assigns.

6. No Additional Representations. Except as otherwise set forth in this Intellectual Property Assignment, the Sellers are not making any additional representations, warranties or covenants in this Intellectual Property Assignment other than those contained in the Purchase Agreement.

7. Modification. This Intellectual Property Assignment may not be modified except by a writing executed by all the parties hereto.

8. Assignment. The terms of this Intellectual Property Assignment shall be binding upon, inure to the benefit of, and be enforceable by each of the parties hereto and each of their respective successors and permitted assigns.

9. Governing Law. This Intellectual Property Assignment and the legal relations among the parties hereto shall be governed by and construed in accordance with the laws of the State of New York (without regard to the laws of conflict that might otherwise apply) as to all matters.

10. Headings. The paragraph headings in this Intellectual Property Assignment are for convenience only and such headings form no part of this Intellectual Property Assignment and shall not affect its interpretation.

11. Execution in Counterparts. This Intellectual Property Assignment and may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Intellectual Property Assignment and shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories

12. Filing. Each Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office, the United States Copyright Office and any other office deemed applicable by the Assignee, and, accordingly, that the Assignee will be reflected as the successor in title to the Intellectual Property Assets and all applications and registrations therefore.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Intellectual Property Assignment has been duly executed, sealed and delivered by an authorized officer of each Assignor as of the date set forth above.

HEALTHTALK, INC.

By: Steven K. Budd
Name: Steven K. Budd
Title: Chief Executive Officer

STATE OF New Jersey
COUNTY OF Middlesex ss.:

On this the 5th day of December, 2007, before me, personally appeared Steven K. Budd who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of HealthTalk, Inc., the corporation described in and which executed the above instrument, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

Renee J. Gioiello
Notary Public
My Commission Expires:

RENEE J. GIOIELLO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 10, 2009

RX DIALOGUE, INC.

By: Steven K. Budd
Name: Steven K. Budd
Title: Chief Executive Officer

STATE OF New Jersey)
COUNTY OF Middlesex) ss.:

On this the 5th day of December, 2007, before me, personally appeared Steven K. Budd who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of Rx Dialogue, Inc., the company described in and which executed the above instrument, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as such officer and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

Renee J. Gioiello
Notary Public
My Commission Expires:

RENEE J. GIOIELLO
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 10, 2009

51.197229.1 700361-000020

SCHEDULE A
TO
ASSIGNMENT OF SELLER INTELLECTUAL PROPERTY

Trademarks

Registration No.	Mark	Registration Date	Status	International Classification
2694641	CDPI	03/11/2003	Registered	035, 044
2667739	CELEBRITY PATHFINDERS	12/31/2002	Registered	041
2669803	DIABETESTALK	12/31/2002	Registered	041
2616554	FAMILY PATHFINDERS	9/10/2002	Registered	041
2539639	HEADACHETALK	02/19/2002	Registered	041
2892281	HEALTHTALK	10/12/2004	Registered	009, 035, 042
2754896	HEALTHTALK	08/26/2003	Registered	041, 038
2096293	HEALTHTALK INTERACTIVE	09/16/1997	Registered	041
1888873	HEALTHTALK RADIO SCHORR COMMUNICATIONS	04/11/1995	Dead/Cancelled	038
2542490	MSTALK	02/26/2002	Registered	041
2519616	ON THE HORIZON	12/18/2001	Registered	041
2542493	PUTTING IT IN PERSPECTIVE	02/26/2002	Registered	041
2828859	RXSITE	04/06/2004	Registered	035,044