

**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
------------------------------	--

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Ecom PPO Advisors, Inc.	FORMERLY Ecom PPO.com, Inc.	06/27/2008	CORPORATION: TEXAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Ecom PPO Advisors, LLC
<b>Street Address:</b>	8350 N. Central Expwy, Suite 600
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75206
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2826723	ECOM PPO.COM
Registration Number:	3220093	WHITE SPACE ELIMINATION
Registration Number:	2632388	ECOM
Registration Number:	3314935	MEMBER LEVEL PPO SELECTION
Registration Number:	3416318	MEMBER LEVEL PPO MANAGEMENT
Serial Number:	77414180	ECOM PPO ADVISORS
Serial Number:	77047375	MEMBER LEVEL MATCHING
Serial Number:	77047379	MEMBER LEVEL MATCHING ANALYSIS
Serial Number:	77101482	F.E.E.P.S. - THE FINANCIAL, EDUCATIONAL, EMOTIONAL, PHYSICAL AND SPIRITUAL APPROACH TO WELLNESS.
Serial Number:	77010332	WHITESPACE ELIMINATION

**CORRESPONDENCE DATA**

Fax Number: (817)589-2530

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

**OP \$265.00 2826723**

Phone: 817-545-6100, x 201  
Email: JRPotts@neallawfirm.com  
Correspondent Name: James "J.R." Potts, Jr.  
Address Line 1: 300 Harwood Road  
Address Line 4: Bedford, TEXAS 76021

NAME OF SUBMITTER:	James "J.R." Potts, Jr.
Signature:	/James "J.R." Potts, Jr./
Date:	12/11/2008

**Total Attachments: 8**

source=Assignment Docs - 06272008#page1.tif  
source=Assignment Docs - 06272008#page2.tif  
source=Assignment Docs - 06272008#page3.tif  
source=Assignment Docs - 06272008#page4.tif  
source=Assignment Docs - 06272008#page5.tif  
source=Assignment Docs - 06272008#page6.tif  
source=Assignment Docs - 06272008#page7.tif  
source=Assignment Docs - 06272008#page8.tif

**MEMBERSHIP INTEREST PURCHASE AGREEMENT**

between and among

iHT Holdings, LLC,

Ecom PPO Advisors, Inc.,

Ecom PPO Advisors, LLC,

the Persons listed on Exhibit A hereto,

Shareholders' Agent

and solely for purposes of Section 6.10 hereof,

iHealth Technologies, Inc.

June 27, 2008

## MEMBERSHIP INTEREST PURCHASE AGREEMENT

THIS MEMBERSHIP INTEREST PURCHASE AGREEMENT (this "Agreement") is made and entered into effective as of June 27, 2008, between and among iHT Holdings, LLC, a Delaware limited liability company ("Purchaser"); Ecom PPO Advisors, Inc., a Texas corporation ("Seller"); Ecom PPO Advisors, LLC, a Delaware limited liability company ("Company"); the current and former shareholders of Seller listed on Exhibit A hereto (each a "Shareholder" and collectively the "Shareholders"); L. Cade Havard, a Texas resident ("Havard"), in his capacity as Shareholders' Agent; and solely for the purposes of Section 6.10 hereof, iHealth Technologies, Inc., a Georgia corporation ("Parent").

### RECITALS

WHEREAS, Seller and the Subsidiaries are engaged in the business of providing primary preferred provider organization selection analysis and administration services that generate savings for health insurance payers (the "Business"); and

WHEREAS, Seller is the sole member of Company, and Company is currently a disregarded entity for federal tax purposes; and

WHEREAS, Seller has contributed the Business, along with substantially all of Seller's assets and Liabilities, to Company immediately prior to the Closing; and

WHEREAS, Purchaser desires to purchase from Seller, and Seller desire to sell to Purchaser, that portion of Seller's Membership Interest in Company that equals an eighty percent (80%) Membership Interest in Company, on the terms and subject to the conditions hereinafter set forth; and

WHEREAS, each party desires to make certain representations, warranties, covenants and agreements in connection with the purchase of the Partial Membership Interest and also to prescribe various conditions to the consummation thereof.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing Recitals and the mutual promises, representations, warranties, covenants and agreements herein contained, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

#### ARTICLE I

##### DEFINITIONS

1.1 Definitions of Certain Terms. In this Agreement, the following terms are used with the meanings assigned below:

"2008 Administrative Fees" has the meaning assigned in Section 2.5(a).

"Additional Purchase Price" means an amount equal to \$2,800,000 multiplied by a fraction, the numerator of which is the amount by which the 2008 Administrative Fees exceed \$9,650,000 (up to a maximum excess amount of \$650,000), and the denominator of which is \$650,000.

"Additional Purchase Price Certificate" has the meaning assigned in Section 2.5(a).

Personal Property Leases has exercised any termination rights with respect thereto. Seller has delivered or made available to Purchaser true, correct and complete copies of all Personal Property Leases, together with all amendments, modifications or supplements, if any, thereto.

4.13 Intellectual Property and Technology.

(a) Schedule 4.13(a) sets forth an accurate and complete list of all issued Patents and pending Patent applications, registered Marks, pending applications for registration of Marks, unregistered Marks, registered Copyrights and pending applications for registration of Copyrights owned, filed or used by Seller or any of the Subsidiaries. Schedule 4.13(a) lists (i) the record owner of each such item of Intellectual Property, (ii) the jurisdictions in which each such item of Intellectual Property has been issued or registered or in which each such application for issuance or registration has been filed, (iii) the registration or application date, as applicable and (iv) registration renewal dates for all registrations.

(b) Seller or one of the Subsidiaries is the sole and exclusive owner of all right, title and interest in and to all of the Intellectual Property listed or that should be listed on Schedule 4.13(a), free and clear of all Liens or obligations to others (except for the licenses granted under the Intellectual Property Licenses listed on Schedule 4.14). Seller or one of the Subsidiaries is the sole and exclusive owner of, or has valid and continuing rights to use, sell, license and otherwise exploit, as the case may be, all other Company Intellectual Property and Company Technology as the same is used, sold, licensed or otherwise exploited by Seller or any of the Subsidiaries in the Business as currently conducted, free and clear of all Liens or obligations to others (except for the licenses granted under the Intellectual Property Licenses listed on Schedule 4.14).

(c) The Company Intellectual Property and Company Technology include all of the Intellectual Property and Technology necessary and sufficient to enable Seller and the Subsidiaries to conduct the Business in the manner in which the Business is currently being conducted.

(d) The Intellectual Property and Technology owned, used, practiced, licensed or otherwise exploited by Seller or any of the Subsidiaries, the development, manufacture, reproduction, use, license, marketing, importation, exportation, offer for sale or sale of any products or services of Seller or any of the Subsidiaries or of any Technology in connection with the Business as currently conducted, and the current Business practices, methods and operations of Seller or any of the Subsidiaries do not infringe, dilute, constitute or result from an unauthorized use or misappropriation of, or violate any Intellectual Property, Technology, privacy or other right of any Person (including pursuant to any nondisclosure agreements or obligations to which Seller, Company or any of Company Employees, former employees or current or former consultants or independent contractors is a party, and including any Intellectual Property that might exist with respect to any public software or other Intellectual Property publicly available for certain types of use).

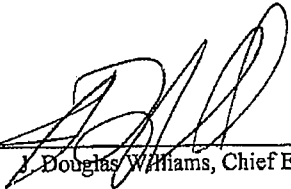
(e) To the Knowledge of Seller, Company and Shareholders, no Person is infringing, diluting, violating, misusing or misappropriating any Company Intellectual Property or Company Technology, and no claims of infringement, dilution, violation, misuse or misappropriation of any Company Intellectual Property or Company Technology have been made against any Person by Seller or any of the Subsidiaries.

(f) Schedule 4.13(f) sets forth a complete and accurate list of all Contracts pursuant to which Seller or any of the Subsidiaries is a party containing an agreement to indemnify any other Person against any claim of infringement, dilution, violation, misappropriation or unauthorized use of any Intellectual Property of a third Person. Seller has

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

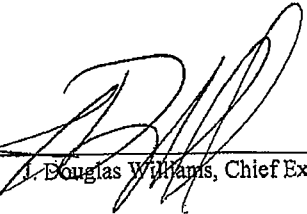
**PURCHASER:**

**IHT Holdings, LLC**

By:   
J. Douglas Williams, Chief Executive Officer

**PARENT**, solely for the purposes of agreeing to the provisions of Section 6.10 hereof

**Health Technologies, Inc.**

By:   
J. Douglas Williams, Chief Executive Officer

**SELLER:**

**Ecom PPO Advisors, Inc.**

By: \_\_\_\_\_  
L. Cade Havard, Chief Executive Officer

**COMPANY:**

**Ecom PPO Advisors, LLC**

By: Ecom PPO Advisors, Inc., its manager

By: \_\_\_\_\_  
L. Cade Havard, Chief Executive Officer

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

**PURCHASER:**

HIT Holdings, LLC

By: \_\_\_\_\_  
J. Douglas Williams, Chief Executive Officer

PARENT, solely for the purposes of agreeing to the provisions of Section 6.10 hereof

Health Technologies, Inc.

By: \_\_\_\_\_  
J. Douglas Williams, Chief Executive Officer

**SELLER:**

Ecom PPO Advisors, Inc.

By: L. Cade Havard  
L. Cade Havard, Chief Executive Officer

**COMPANY:**

Ecom PPO Advisors, LLC

By: Ecom PPO Advisors, Inc., its manager

By: L. Cade Havard  
L. Cade Havard, Chief Executive Officer

DISCLOSURE SCHEDULES TO  
MEMBERSHIP INTEREST PURCHASE AGREEMENT  
BETWEEN AND AMONG  
IHT HOLDINGS, LLC,  
ECOM PPO ADVISORS, INC.,  
ECOM PPO ADVISORS, LLC,  
THE PERSONS LISTED ON EXHIBIT A THERETO,  
SHAREHOLDERS' AGENT  
AND, SOLELY FOR PURPOSES OF SECTION 6.10 THEREOF,  
IHEALTH TECHNOLOGIES, INC.

These Disclosure Schedules are being provided pursuant to that certain Membership Interest Purchase Agreement between and among iHT Holdings, LLC, Ecom PPO Advisors, Inc., Ecom PPO Advisors, LLC, the Persons listed on Exhibit A thereto, Shareholders' Agent and, solely for purposes of Section 6.10 thereof, iHealth Technologies, Inc., dated as of June 27, 2008 (the "Agreement"). Unless otherwise indicated, capitalized terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

Schedule numbers used herein correspond to the schedule or section numbers in the Agreement. All references to "Schedule", "Section" or "Subsection" refer to a Schedule, Section or Subsection in the Agreement unless the context otherwise requires.



Schedule 4.13(a) - Patents, Marks and Copyrights

<u>PATENT</u>				
Method of Creating a Virtual Health Care Network	09/753,879	1/3/2001	Amended 2/9/2005, 8/22/2005, 8/9/2006, 5/8/2007 Notice of Allowance and Fee(s) Due received dated May 5, 2008	Named Inventor/Applicant: L. Cade Havard  Assignee: Ecom Benefits, Inc.

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ECOM & Design	2632388	October 8, 2002
ECOM PPO.COM	2826723	March 23, 2004
MEMBER LEVEL PPO MANAGEMENT	3416318	April 22, 2008
MEMBER LEVEL PPO SELECTION	3314935	October 16, 2007
THE ORIGINAL MANAGED CARE MANAGERS	2777040	October 21, 2003

US1DOCS 6787359v2

Execution Version

VIRTUAL PPO	2926062	February 8, 2005
VIRTUAL PPO	3132743	August 22, 2006
WHITE SPACE ELIMINATION	3220093	March 20, 2007

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
F.E.P.S. - THE FINANCIAL, EDUCATIONAL, EMOTIONAL, PHYSICAL AND SPIRITUAL APPROACH TO WELLNESS	77/101,482	February 7, 2007
MEMBER LEVEL MATCHING	77/047,375	November 19, 2006
MEMBER LEVEL MATCHING ANALYSIS	77/047,379	November 19, 2006
WHITESPACE ELIMINATION	77/010,332	September 26, 2006
MEMBER LEVEL PPO ANALYSIS	77/047,360	November 19, 2006
ECOM PPO ADVISORS & Design	77/414,180	March 5, 2008

USIDOC5 6707359v2