

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
Contract Pharmacal Corporation		05/11/2004	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Health Asure, Inc.		
Street Address:	1301 Seagrass Corporate Parkway		
City:	Sunrise		
State/Country:	FLORIDA		
Postal Code:	33323		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78096576	ARTHX	
CORRESPONDENCE DATA			
Fax Number:	(650)857-0663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6508435252		
Email:	trademarks@cooley.com		
Correspondent Name:	Susan Berney-Key COOLEY GODWARD KRONISH		
Address Line 1:	3000 El Camino Real		
Address Line 4:	Palo Alto, CALIFORNIA 94306		
ATTORNEY DOCKET NUMBER:	180225-214		
NAME OF SUBMITTER:	Susan Berney-Key		
Signature:	/Susan Berney-Key/		
Date:	03/12/2009		

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Total Attachments: 3

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Assignment of Trademarks and Trademark Application

Whereas, Contract Pharmacal Corporation, a New York corporation having its principal place of business at 135 Adams Avenue, Hauppauge, NY 11788 (hereinafter referred to as "Assignor") owns the trademarks ARTHX, ARTHXSS, and ARTHXDS, all of which have been duly registered with the United States Patent and Trademark Office, as set forth on the attached Schedule A (hereinafter the "Marks"), for use on dietary supplement products; and the application for the trademarks ARTHX filed with the United States Patent and Trademark Office on March 13, 2003 (App. No. 78/225,545) (hereinafter the "Application"), for use on dietary supplement products; and

Whereas, Assignor and Health Asure, Inc. (hereinafter referred to as "Assignee") have entered into a certain Asset Purchase Agreement dated as of May 10, 2004 assigning, among other things, all right, title and interest in and to the Marks and the Application in and to the registrations and applications for same from Assignor to Assignee;

Now, Therefore, in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and convey unto Assignee the entire right, title and interest in and to the Marks and the Application, including any and all other registrations, applications or common law rights therefor, throughout the world, and the right to recover damages for past acts of infringement of the Marks, together with all of Assignor's goodwill of the business symbolized by the Marks. Assignor consents to and requests recordation of this transfer and further authorizes and requests that all official documents and communications relating to said Application and Marks or the registration issue and be delivered to Assignee, its attorneys, agents, successors or assigns.

In Witness Whereof, Assignor has caused this document to be duly and legally executed this 11th day of May, 2004.

CONTRACT PHARMACAL CORPORATION

By: *Matthew Wolf*
Name: MATTHEW WOLF
Title: VP, Sales

State of New York
County of SUFFOLK

Before me, Alice Foreman, a Notary Public in and for the State and County aforesaid, personally appeared Matthew Wolf, whose identity was proven to me on the basis of satisfactory evidence, and who upon oath, acknowledged himself to be the VP, Sales of Contract Pharmacal Corporation (the Assignor) the within-named

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Schedule 3.2

The Purchase Price shall be allocated in the following order.

(a) Inventories

(b) All of the intangible rights and property of Seller related exclusively to the Business, including without limitation the Intellectual Property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the Laws of all jurisdictions;

(c) All data and Records relating exclusively to the Product lines including without limitation all customer lists marketing agreements, customer Records, consumer or customer complaints, referral sources, correspondence, creative materials, art work, advertising and promotional materials, studies, reports, and other printed or written materials pertaining to the Product Lines. To the extent that such data and Records exist and only to the extent that they are in possession of Seller, such reports may also include research and development reports, production reports and Records, service and warranty Records, equipment logs operating guides and similar documents. Notwithstanding the foregoing Seller agrees to provide Buyer with such customer lists, with historic sales and transaction histories for the Product lines as are in their possession or are reasonably capable of being generated from records held in the ordinary course for the two years immediately preceding the Closing Date.

(d) All claims of Seller other than Accounts Receivable against third parties relating to the Acquired Assets whether choate or inchoate, known or unknown, contingent or non-contingent.

Schedule 5.7(a)

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>	<u>Jurisdiction</u>	<u>Reg. Date</u>
ARTHXDS and Design	2,367,470	United States	July 18, 2000
ARTHXSS and Design	2,367,471	United States	July 18, 2000
ARTHX	2,696,792	United States	March 11, 2003

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Number</u>	<u>Jurisdiction</u>	<u>App. Date</u>
ARTHX	78/225,545	United States	March 3, 2003*

Common Law Marks

THERMO-CAL

* assignment recorded March 23, 2004 at reel 002818, Frame 0203,

Schedule 5.7(b)

None

Schedule 5.7(c)

None

Schedule 5.7(d)

arthx.com