

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
American Health Sciences, Inc.		01/19/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Clinicians Choice, Inc.		
Street Address:	1141 South Rogers Circle		
Internal Address:	Suite 9		
City:	Boca Raton		
State/Country:	FLORIDA		
Postal Code:	33487		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2249545	CLINICIAN'S CHOICE	
CORRESPONDENCE DATA			
Fax Number:	(202)331-3101		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-331-3158		
Email:	dcipmail@gtlaw.com		
Correspondent Name:	Janet Shih Hajek		
Address Line 1:	2101 L Street, NW		
Address Line 2:	Greenberg Traurig, LLP, Suite 1000		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 10037		
ATTORNEY DOCKET NUMBER:	108995.011900		
NAME OF SUBMITTER:	Janet Shih Hajek		
Signature:	/Janet Shih Hajek/		

CH \$40.00 2249545

Date:

05/27/2009

Total Attachments: 10

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Asset Purchase and Sale Agreement

THIS ASSET PURCHASE AND SALE AGREEMENT (Agreement) made this January 19, 2006, by and between Clinicians Choice Inc. (CCI or Purchaser) a Virginia Corporation, with offices at 512 Herndon Parkway, Suite G, Herndon, VA 20170, and American Health Sciences, Inc., a Delaware corporation (Seller), with offices at 512 Herndon Parkway, Suite G, Herndon, VA 20170.

WITNESSETH:

WHEREAS, Seller is willing to sell to Purchaser and Purchaser is willing to buy from Seller, upon the terms and conditions hereinafter set forth, all of the Seller's assets as more fully set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Sale of Assets. Upon the terms and subject to the conditions provided in this Agreement, Seller shall, at the Closing and as of the Closing Date (as said terms are hereinafter defined), convey, sell, transfer, assign, and deliver to Purchaser, and Purchaser shall purchase from Seller, all of the business and assets used by Seller in the conduct of Seller's Business, as such assets exist on the Closing Date (as such term is hereafter defined), including but not limited to (hereafter collectively referred to as the Assets) those listed on Attachment A.

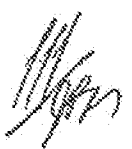
2. Purchase Price for the Assets.

a.

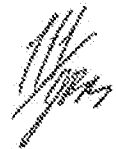
b.

3. Documents to Be Delivered at Closing. At the Closing:

4. Closing.

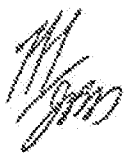


5. Cross Indemnities.



6. Covenants. From the date hereof, Seller and Purchaser shall take all such reasonable actions, both before and after the Closing, as may be necessary or appropriate to consummate the transactions provided for in this Agreement in accordance with the representations, warranties, conditions, and agreements contained herein, and shall refrain from taking any action that would result in any of such representations or warranties not being true and correct, or any of such conditions not being satisfied, at the Closing.

7. Representations and Warranties of Purchaser.



8. Representations and Warranties of Seller.

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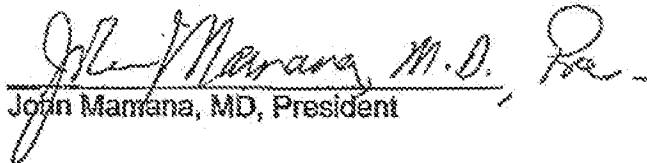


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IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the day and year first above written.

AMERICAN HEALTH SCIENCES, INC.


John Marrana, MD, President

CLINICIANS CHOICE, INC.


Lewis Farsedakis, President

ATTACHMENT A

1. All company assets (including accounts receivable and cash on hand) including business opportunities, past performance record, current contracts, furniture, inventory, formulas, fixtures, equipment and all other fixed and intangible assets, including but not limited to Seller's equity stake in Trident Sciences.
2. The goodwill and all slogans or trade names used by Seller in Seller's Business, and all customer lists relating to the present and former customers of Seller's Business.
3. The machinery, equipment, tools, dies, supplies, leasehold improvements, furniture, and fixtures of Seller's business, and all employee lists, files, papers, books, records, sales and advertising materials, and records, sales, and purchase correspondence, affecting or pertaining to Seller's ownership and/or use of the Assets.
4. Any and all rights and interest in and to any licenses and commercially practiced patents, copyrights, trademarks, trademark registration applications (including all reissues, divisions, continuations and extensions thereof), patent applications, and patent disclosures docketed, if any.
5. The rights and interests in and to the intellectual property rights and proprietary expertise, including, without limitation, proprietary information, technical and technological data, know-how, processes, invention conception memoranda, manufacturing and engineering data, computer programs, and sales and advertising information used in Seller's Business.
6. The permits, authorizations, approvals, or indicia of authority to operate and maintain Seller's business as issued by any federal, state, or local government.
7. All right, title, and interest of Seller in and to contracts; (B) all purchase orders given by Seller for the purchase of products, materials, supplies, parts, and other items used in the Seller's Business; and (C) all purchase orders submitted to Seller by customers of Seller in business with respect to which Seller has not received full payment thereon on or prior to the Closing Date.
8. All of Seller's cash, accounts receivable, and any interest in real property.



ATTACHMENT B

