

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 HEALTHNET, INC.		08/17/2009	COMPANY: NEBRASKA

RECEIVING PARTY DATA

Name:	HEALTHLAND INC.
Street Address:	9300 SHELBYVILLE ROAD
Internal Address:	SUITE 800
City:	LOUISVILLE
State/Country:	KENTUCKY
Postal Code:	40222
Entity Type:	COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3590730	AHN
Registration Number:	2799207	CLARUS
Registration Number:	1933181	OMCARE
Registration Number:	1588571	HUMMINGBIRD
Registration Number:	1116564	LCI

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-848-4455
 Email: jlik@shearman.com
 Correspondent Name: Zheng Bao
 Address Line 1: 599 Lexington Avenue
 Address Line 2: Shearman & Sterling LLP
 Address Line 4: New York, NEW YORK 10022

CH \$140.00 3590730

ATTORNEY DOCKET NUMBER:	36544/3
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	08/27/2009
Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif	

ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), effective as of August 17, 2009 is made and entered into by and between American HealthNet, Inc., a company organized under the laws of Nebraska having a place of business at 2110 S. 169th Plaza, Omaha, NE 68130 ("Assignor"), and Healthland Inc., a company organized under the laws of Minnesota having a place of business at 9300 Shelbyville Road, Suite 800, Louisville, KY 40222 ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of the trademarks, trademark registrations, and trademark applications set forth on Schedule A hereto (the "Trademarks");

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated August 4, 2009 (the "Purchase Agreement") (capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement);

WHEREAS, pursuant to the Purchase Agreement, Assignee agreed to purchase the Business from Assignor, including all of Assignor's right, title and interest in and to the Trademarks and all goodwill associated therewith; and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. Effective upon Closing, Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer of, all right, title and interest in and to the Trademarks and any and all goodwill associated therewith, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

2. Further Assurances. Assignor shall, at the cost and expense of Assignee, take all actions and execute all documents necessary or desirable to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

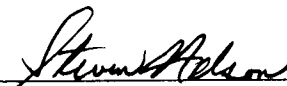
3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

4. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

AMERICAN HEALTHNET, INC.

By: 
Name: STEVEN NELSON
Title: President & CEO

HEALTHLAND INC.

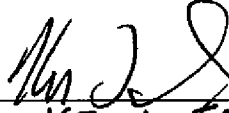
By: _____
Name:
Title:

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

AMERICAN HEALTHNET, INC.

By: _____
Name:
Title:

HEALTHLAND INC.

By:  _____
Name: **KELAN FANDY**
Title: **SUP; CFO**

SCHEDULE A

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
AHN (and design)	U.S.	3,590,730 03/17/2009	77-539,208 08/05/2008	American HealthNet, Inc.	Registered
CLARUS	U.S.	2,799,207 12/23/2003	78-113,563 03/08/2002	American HealthNet, Inc.	Registered
LCI	CA	244,769 05/16/1980	405,076 12/08/1976	Laboratory Consulting, Inc.	Registered
OMCARE	U.S.	1,933,181 11/07/1995	74-603,694 11/28/1994	Laboratory Consulting, Inc.	Registered
HUMMINGBIRD (and design)	U.S.	1,588,571 03/27/1990	73-748,465 08/26/1988	Laboratory Consulting, Inc.	Registered
LCI	U.S.	1,116,564 04/17/1979	73-097,585 08/24/1976	Laboratory Consulting, Inc.	Registered