

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sharecare, LLC		10/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sharecare, Inc.		
<b>Street Address:</b>	3280 Peachtree Road NE		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30305		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77666496	SHARE CARE	
<b>Serial Number:</b>	77666510	SHARE CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)974-2748		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	404-974-2729		
<b>Email:</b>	bzimmer@hswint.com		
<b>Correspondent Name:</b>	Bradley T. Zimmer		
<b>Address Line 1:</b>	3280 Peachtree Road NE		
<b>Address Line 2:</b>	Suite 600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30305		
<b>NAME OF SUBMITTER:</b>	Bradley T. Zimmer		
<b>Signature:</b>	/Bradley T. Zimmer/		

OP \$65.00 77666496

Date:

03/08/2010

**Total Attachments: 3**

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## ASSIGNMENT OF MARKS

October 30, 2009

This ASSIGNMENT OF MARKS (this "Agreement") is made and effective as of the date first set forth above and provided by Sharecare, LLC, a Delaware limited liability company ("Assignor") to Sharecare, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor owns the trademarks set forth on Schedule A attached hereto;

WHEREAS, Assignor desires to sell and transfer such trademarks to Assignee and Assignee desires to purchase and receive such trademarks;

NOW THEREFORE, in consideration of the receipt of \$10.00 and for other good and valuable consideration, the receipt of which is hereby acknowledged by the parties, Assignor and Assignee agree to be legally bound as follows:

1. Transfer. Assignor hereby conveys, transfers, and assigns all of its right, title, and interest whatsoever throughout the world in and to trademarks set forth on Schedule A attached hereto (the "Marks"), whether registered or unregistered, all registrations and pending applications to register the Marks (including intent to use applications), throughout the world, including their common law equivalents (collectively, the "Assigned Marks"), together with all applications to register the Assigned Marks, and registrations of the Assigned Marks, all correspondence and responses with respect to the Assigned Marks, and the goodwill of all business connected with the use of and symbolized by the Assigned Marks, to Assignee in perpetuity (or for the longest period of time otherwise permitted by law). Included with such transfer and assignment is the right to sue for and obtain damages or other available remedies for all past, present, and future infringements of the Assigned Marks. Assignor further transfers and assigns the right to file for and obtain registrations of the Assigned Marks anywhere in the world. Assignee shall have sole control over the Assigned Marks, including control over the nature and quality of the goods or services on or in connection with which the Assigned Marks are used.
2. Further Assurances. Assignor agrees to execute and deliver, at the request of Assignee, such further conveyance instruments, and take such further actions, as may be necessary or desirable to more fully effect the transfer of the ownership of the Assigned Marks to Assignee.
3. Governing Law. This Agreement will be governed by the laws of the State of Delaware without regard to its principles of conflicts of law.
4. Headings. The section headings in this Agreement are for convenience only and shall not define, limit, extend, or describe the scope or intent of any provision of this Agreement.
5. Counterparts. This Agreement may be executed in any number of counterparts (including by way of electronic or facsimile transmission), each of which shall be deemed an original, but when taken together, shall constitute one and the same instrument.

[Signatures are on the following page]



## SCHEDULE A

## MARKS

(1) "SHARE CARE" mark, including application s/n #77666496 and all correspondence and responses in connection therewith, for the following goods and services: IC 044, US 100 101, G & S: Providing a wide range of information in the fields of health, healthcare, medical treatments, and medicine via a global computer network

(2) "SHARE CARE" mark, including application s/n #77666510 and all correspondence and responses in connection therewith, for the following goods and services: IC 038, US 100 101 104, G & S: Communications services, namely, transmitting streamed sound and audio-visual recordings via the Internet, cable networks, wireless networks, satellite, or interactive multimedia networks; audio and video broadcasting services over the Internet; transmission of information in the audio-visual field; radio and television broadcasting services; cable television broadcasting; cable radio broadcasting; satellite television broadcasting; mobile media services in the nature of electronic transmission of entertainment media content; podcasting services; webcasting services; video-on-demand transmission services; providing on-line chat rooms and electronic bulletin boards for transmission of messages among users in the field of general interest.