

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Intellectual Property	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Amy Tenderich, LLC d/b/a/ TnT Initiatives		12/31/2010	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Alliance Health Networks, Inc.		
Street Address:	9 Exchange Place		
Internal Address:	Second Floor		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3474470	DIABETESMINE	
Registration Number:	3478625	DIABETES MINE	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(213) 430-8308		
Email:	sgordon@omm.com		
Correspondent Name:	Shari L. Gordon		
Address Line 1:	400 S. Hope Street		
Address Line 2:	18th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071-2899		
ATTORNEY DOCKET NUMBER:	154,998-10		
NAME OF SUBMITTER:	Shari L. Gordon		

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 REEL: 004536 FRAME: 0315

Signature:	/Shari L. Gordon/
Date:	05/06/2011
Total Attachments: 4 source=Alliance Health Networks#page1.tif source=Alliance Health Networks#page2.tif source=Alliance Health Networks#page3.tif source=Alliance Health Networks#page4.tif	

ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") dated as of December 31, 2010 is entered into by Amy Tenderich, LLC d/b/a/ TnT Initiatives, a California limited liability company ("Assignor"), for the benefit of Alliance Health Networks, Inc., a Delaware corporation ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee have entered into an Asset Purchase Agreement dated as of December 20, 2010, by and between Assignor and Assignee (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell all of the Acquired Assets to Assignee (all capitalized terms used but not otherwise defined in this Assignment shall have the meanings given to them in the Purchase Agreement); and

WHEREAS, pursuant to the terms of the Purchase Agreement, Assignor agreed to enter into this Assignment, and Assignee would not have entered into the Purchase Agreement but for Assignor's execution of this Assignment.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor hereby agrees as follows.

1. Assignment of Intellectual Property. Assignor hereby sells, transfers and assigns to Assignee all right, title and interest in and to Assignor's Intellectual Property related to the Business which constitutes Acquired Assets under the terms of the Purchase Agreement, in the United States and all foreign countries, together with the goodwill of the Business associated therewith, and all common law and statutory right, title and interest in such Intellectual Property, all rights of registration, maintenance, renewal and protection thereof, the right to create derivative works and all rights of recovery and of legal action for past infringements and of opposition, interference or cancellation proceedings for protection of such Intellectual Property, and Assignor hereby waives all rights of *droit moral* or other moral rights with respect to such Intellectual Property, including, without limitation, any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. Assignor hereby authorizes Assignee, its successors and assigns, to the fullest extent permitted by applicable law, to file in its own name applications for patents and for trademark, service mark and copyright registration in the United States and in foreign countries in connection with such Intellectual Property, and to secure in its own name the patents and registrations granted thereon. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee's rights in and to such Intellectual Property.

2. Further Acts. Assignor agrees to execute any additional documents, and take any further actions, necessary or reasonably requested by Assignee, to effect, perfect or evidence the assignment set forth in Section 2 above ("Supporting Documents"). If Assignor fails or refuses

to execute any Supporting Documents, or take such further actions, Assignor hereby agrees, for itself and its successors, assigns, donees, and transferees, to the fullest extent permitted by law, that the Chief Executive Officer of Assignee, and of any successor of Assignee, shall be, and is hereby, irrevocably appointed Assignor's attorney-in-fact with limited authority to execute any Supporting Documents requested by Assignee, and to perform all other acts necessary to effect, perfect or evidence the assignment set forth in Section 2 above.


3. Effect of Assignment. Nothing in this Agreement shall, or shall be deemed to, modify or otherwise affect any provisions of the Purchase Agreement or affect or modify any of the rights or obligations of the parties under the Purchase Agreement. In the event of any conflict between the provisions hereof and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Intellectual Property to be executed by its duly authorized officer effective this 31 day of December, 2010.

ASSIGNOR:

AMY TENDERICH, LLC
D/B/A/ TNT INITIATIVES

By: 
Name: Amy Tenderich
Title: Partner

TRADEMARK SCHEDULE

Trademark	Current Owner	Registration No.	Registration Date	Status
DIABETESMINE	Amy Tenderich, LLC	3474470	07/29/2008	Registered
DIABETES MINE	Amy Tenderich, LLC	3478625	08/05/2008	Registered