

11-04-1999

FORM PTO-1595  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



SHEET

Docket No. **247/144**

**101158348**

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): InteliHealth, Inc.

Individual  Association  
 General Partnership  Limited Partnership  
 Corporation State: Delaware  
 Other

Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party:

Name: Medsite.com, Inc.  
 Internal Address: 60 East 13th Street, 5th Floor  
 City: New York State: NY Zip: 10003  
 Street Address: 60 East 13th Street, 5th Floor  
 City: New York State: NY Zip: 10003

3. Nature of conveyance:

Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: August 20, 1999

Individual(s) Citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership  
 Limited Partnership  
 Corporation State Delaware  
 Other

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or Trademark number(s):  
 If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Trademark Application No(s): \_\_\_\_\_ B. Trademark No(s): 2,149,805

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Eugene K. Hyun  
 Internal Address: LYON & LYON LLP  
633 West Fifth Street, Suite 4700  
Los Angeles, CA 90071-2066  
 Phone: (914) 681-8851

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00 + \$120.00 = \$160.00  
 Enclosed  
 Charge this Deposit Account if any additional fee is required

8. Deposit Account Number: 12-2475

**DO NOT USE THIS SPACE**

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Eugene K. Hyun Date: November 2, 1999  
 Eugene K. Hyun, Reg. No. 44,193

Total number of pages including cover sheet: 3

OMB No. 0651-0011 (exp. 4/94)

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks**

**Box Assignments**

**Washington, D.C. 20231**

11/05/1999 DCOATES 00000003 122475 2149805

01 FC:481 40.00 CH  
02 FC:484 120.00 CH

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

## ASSIGNMENT OF SERVICE MARK

This Assignment of Service Mark Agreement ("Agreement") is made this 20 day of August, 1999 by IntelliHealth, Inc., a Delaware corporation with a principal place of business at 960C Harvest Drive, Blue Bell, PA 91422 (the "Assignor"), to Medsite.com, Inc., a Delaware corporation with a principal place of business at 60 East 13<sup>th</sup> Street, Fifth Floor, New York, NY 10003 ("Assignee").

WHEREAS, Assignor believes itself to be the owner of all right, title and interest in and to the "MedCite" service mark (the "Mark"). The Mark was registered with the United States Patent and Trademark Office, Registration No. 2,149,805, Class 42, on April 7, 1998. A copy of the Certificate of Registration for the Mark is attached hereto as Exhibit A;

WHEREAS Assignor believes itself to be the registrant of the domain name "www.medicite.com;" and

WHEREAS, Assignee desires to acquire all right, title and interest of Assignor in and to the Mark as well as the rights to the use of the domain name "www.medicite.com";

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns, all of Assignor's right, title and interest in and to the Mark, all registrations thereof and applications therefor, together with the goodwill of the business symbolized by the Mark, and together with the right to sue and collect damages for all present and future infringements of the Mark, provided however, that Assignor shall retain the right to sue and recover damages, profits, attorneys' fees, costs and expenses, for any infringements of the Mark which occurred prior to the date hereof. Assignor further agrees to transfer the domain name www.medicite.com to Assignee and to effectuate such transfer through Network Solutions' procedures immediately following the assignment of the Mark. Except as expressly set forth herein, no other rights are hereby conveyed to Assignee and all such other rights are hereby retained by Assignor. Specifically, no rights to any other Assignor mark are conveyed by this instrument nor does Assignee acquire any interest in Assignor's business operations heretofore operated under and/or in connection with the Mark.

This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all previous representations, understandings or agreements, oral or written, between the parties with respect to the subject matter hereof. No modification, supplement to or waiver of this Agreement shall be binding upon the Assignor or the Assignee unless made in writing and

signed by authorized representatives of both parties. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Connecticut without reference to its conflict of laws provisions.

IN WITNESS WHEREOF, the Assignor has duly executed this instrument as of the date set forth above.

INTELIHEALTH, INC.

By: Joel A. Kahn  
Joel A. Kahn, M.D.  
Title: Executive Vice President and  
Chief Medical Officer

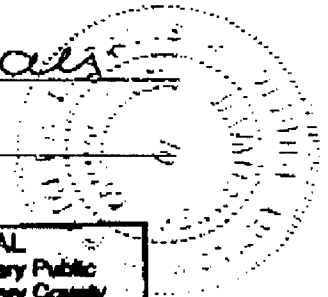
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Montgomery

On this, the 20<sup>th</sup> day of August, 1999, before me Joel A. Kahn, the undersigned officer, personally appeared Joel A. Kahn, M.D., who acknowledged himself to be the Executive Vice President and Chief Medical Officer of InteliHealth, Inc., a corporation, and that he as such Executive Vice President and Chief Medical Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Executive Vice President and Chief Medical Officer.

In witness whereof, I hereunto set my hand and official seal.

Pamela L. Davis  
Title of officer: \_\_\_\_\_



NOTARIAL SEAL  
PAMELA L. DAVIS, Notary Public  
Whitpain Twp., Montgomery County  
My Commission Expires May 6, 2002

Agreed and Acknowledged:

MEDSITE.COM, INC.

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_