

01-11-2002



101942116

To the Honorable Commissioner of Pa

Original documents or copy thereof.

1. Name of conveying party(ies): Information Insights, Inc.
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State CA
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: HealthMarket Insights LLC
Internal Address: General Counsel
Street Address: 2620 Regatta Drive #208
City: Las Vegas State: NV Zip: 89128
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
[X] Other NV limited liability company
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
[X] Assignment Merger
Security Agreement Change of Name
Other
Execution Date:

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,499,298
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Karen A. Barrett
Internal Address: Secretary and General Counsel
HealthMarket Insights LLC
Street Address: 2620 Regatta Drive Suite 208
City: Las Vegas State: NV Zip: 89128

7. Total fee (37 CFR 3.41) \$ 40.00
[X] Enclosed
Authorized to be charged to deposit account

8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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.

KAREN A. BARRETT
Name of Person Signing

Karen A Barrett
Signature

11/12/01
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/10/2002 LHMJELLER 00000172 2499298

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40.00 DP

## Trademark Assignment

This Agreement is by and between Information Insights Inc. d/b/a Market Insights, a California corporation ("Assignor") and HealthMarketInsights LLC, d/b/a Market Insights, a Nevada limited liability company ("Assignee").

WHEREAS, Assignor, is the owner of that certain trademark identified as follows: FINANCIAL COMPASS, Registration Number 2,499,298 (the "Trademark"); and

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Trademark.

NOW, the parties agree as follows:

**1. Assignment** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.

**2. Consideration** In consideration for the assignment set forth in Section 1, Assignor shall pay Assignee the sum of \$ 1.00, payable on November 8, 2001.

**3. Representations and Warranties** Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

**4. Attorney's Fees** Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

**5. Entire Agreement** This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. **Amendment** This Agreement may be amended only by a writing signed by both parties.

7. **Severability** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. **Agreement to Perform Necessary Acts** Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. **Governing Law** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Nevada.

Date: November 8, 2001

ASSIGNEE: HealthMarketInsights LLC

ASSIGNOR: Information Insights Inc.

By Andrea M Benko  
Andrea Benko  
Its President

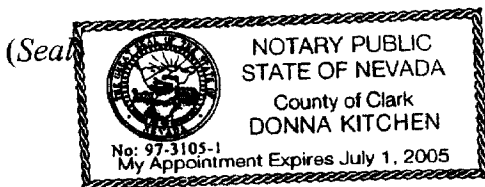
By Richard S. Louie  
Richard S. Louie  
Its President

**NOTARIZATION FORM**

State of Nevada        )  
                                  )        ss  
County of Clark        )

On November 8, 2001, personally appeared Andrea Benko and Richard S. Louie, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



Signature Donna Kitchen  
Notary