

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Trademarks

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
New Media Systems, LLC		06/08/2004	LTD LIAB JT ST CO:

RECEIVING PARTY DATA	
Name:	Choice Media, Inc.
Street Address:	68 East Main Street
City:	Somerville
State/Country:	NEW JERSEY
Postal Code:	08876
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2440314	HEALTHSQUARE
Registration Number:	2568373	HEALTHSQUARE

CORRESPONDENCE DATA	
Fax Number:	(973)451-8750
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(973) 451-8547
Email:	bkwok@riker.com
Correspondent Name:	Beatrice Kwok, c/o Riker, Danzig, et al.
Address Line 1:	Headquarters Plaza
Address Line 2:	1 Speedwell Avenue
Address Line 4:	Morristown, NEW JERSEY 07962

ATTORNEY DOCKET NUMBER:	21182/1
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NAME OF SUBMITTER:	Beatrice Kwok
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Total Attachments: 3
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CH \$65.00 2440314

ASSIGNMENT OF TRADEMARKS

WHEREAS, New Media Systems, LLC, a New Jersey limited liability company, having an address at P.O. Box 7932, Shrewsbury, New Jersey 07702 (hereinafter "**Assignor**") owns the registered and unregistered trademarks and service marks specified on **Schedule A** (hereinafter collectively referred to as the "Marks");

WHEREAS, Choice Media, Inc., a Delaware corporation, having an address at 68 E. Main Street, Somerville, New Jersey 08876 (hereinafter "**Assignee**") is desirous of acquiring any and all rights that Assignor may have in and to the Marks and any registrations relating thereto, together with the goodwill of the business in connection with which the Marks are used and which is symbolized by such Marks, along with the right to recover for damages and profits for infringements thereof; and

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement dated May 28, 2004 ("Asset Purchase Agreement"), through which, among other things, Assignor agreed to assign, sell and transfer its rights in the Marks to Assignee.

NOW, THEREFORE, in consideration of and in exchange for the consideration in the Asset Purchase Agreement, and for other good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree on this, the 07th day of June, 2004, as follows:

1. Assignor does hereby irrevocably assign, sell, transfer and deliver to Assignee, its successors and assigns, its entire right, title and interest in and to: (a) the Marks and any renewals thereof, (b) all goodwill symbolized by and associated with the business conducted under such Marks and any part thereof, and (c) all income, royalties, judgments and payments now or hereafter due to Assignor or payable in respect of any causes of action, whether in law or in equity, for past, present or future infringement based on said Marks, which have been or could have been asserted by Assignor.
2. Assignor agrees not to use the Marks, or any other trademarks, service marks, trade names or other identifiers confusingly similar to the Marks, in connection with its business, any services or products offered thereby, or otherwise, after the date hereof.
3. Assignor agrees to execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform any other reasonable acts the Assignee may require in order to: (a) vest all Assignor's rights, title, and interest in and to the Marks in the Assignee, and (b) provide evidence to support Assignee's rights in the Marks, to the extent such evidence is in the possession or control of Assignor.

Assignor:

NEW MEDIA SYSTEMS, LLC

By: 

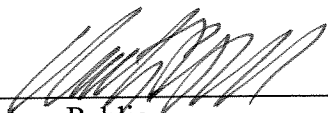
Name: Raul Collado

Title: Authorized Member

ACKNOWLEDGEMENT

STATE OF New Jersey)
COUNTY OF Monmouth) ss.:

On this, the 8th day of June, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Raul Collado, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to in the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the entity on behalf of which the person acted executed the same.



Notary Public
[Affix notary stamp and seal]

Walter P. Berrell
Attorney at Law
State of New Jersey

SCHEDULE A

Registered Marks – United States Patent & Trademark Office

Mark: HEALTHSQUARE

Registrant: New Media Systems, LLC t/a Healthsquare

Serial No.: 75-811,025

Reg. No.: 2,440,314

Reg. Date: April 3, 2001

Service Mark: Computer Services, namely, providing on-line information in the medical field, in class 42 (U.S. CLS. 100 and 101).

Mark: HEALTHSQUARE

Registrant: New Media Systems, LLC t/a Healthsquare

Serial No.: 76-123,685

Reg. No. 2,568,373

Reg. Date: May 7, 2002

Service Mark: Providing on-line electronic bulletin boards for transmission of messages among computer users concerning medical experiences, in class 38 (U.S. CLS. 100, 101 and 104).

Unregistered Marks

Healthsquare.com

Healthsqr.com

Healthsqr