

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMSQI, Inc (f/k/a Health IQ, Inc.)		06/30/2003	CORPORATION:
RECEIVING PARTY DATA			
Name:	HealthIQ, Inc		
Street Address:	770 The City Dr.		
Internal Address:	Suite 7400		
City:	Orange		
State/Country:	CALIFORNIA		
Postal Code:	92868		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2207332	HEALTHIQ	
CORRESPONDENCE DATA			
Fax Number:	(714)621-0907		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-780-3749		
Email:	dvesely@healthiq.com		
Correspondent Name:	Daniel Vesely		
Address Line 1:	770 The City Dr.		
Address Line 2:	Suite 7400		
Address Line 4:	Orange, CALIFORNIA 92868		
NAME OF SUBMITTER:	Daniel Vesely		
Signature:	/dvesely/		
Date:	05/18/2005		

OP \$40.00 2207332

Total Attachments: 6

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BILL OF SALE

This Bill of Sale dated March 31, 2004 is executed and delivered by Health IQ, Inc., a Delaware corporation (the "Seller"), to Pharma IQ, Inc., a California corporation (the "Buyer"). All capitalized words and terms used in this Bill of Sale and not defined herein shall have the respective meanings ascribed to them in the Asset Purchase Agreement dated as of March 31, 2004 by and among the Seller, the Buyer, xIQ, LLC, Anthony M. Page and Daniel Vesely (the "Agreement").

WHEREAS, pursuant to the Agreement, the Seller has agreed to sell, transfer, convey, assign and deliver to the Buyer substantially all of the assets of the Seller, and the Buyer has agreed to assume certain of the liabilities of the Seller;

NOW, THEREFORE, in consideration of the mutual promises set forth in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby agrees as follows:

1. The Seller hereby sells, transfers, conveys, assigns and delivers to the Buyer, its successors and assigns, to have and to hold forever, all right, title and interest in, to and under all of the Acquired Assets.
2. The Seller hereby covenants and agrees that it will, at the request of the Buyer and without further consideration, execute and deliver, and will cause its employees to execute and deliver, such other instruments of sale, transfer, conveyance and assignment, and take such other action, as may reasonably be necessary to more effectively sell, transfer, convey, assign and deliver to, and vest in, the Buyer, its successors and assigns, good, clear, record and marketable title to the Acquired Assets hereby sold, transferred, conveyed, assigned and delivered, or intended so to be, and to put the Buyer in actual possession and operating control thereof, to assist the Buyer in exercising all rights with respect thereto and to carry out the purpose and intent of the Agreement.
3. The Seller does hereby irrevocably constitute and appoint the Buyer, its successors and assigns, its true and lawful attorney, with full power of substitution, in its name or otherwise, and on behalf of the Seller, or for its own use, to claim, demand, collect and receive at any time and from time to time any and all of the Acquired Assets, and to prosecute the same at law or in equity and, upon discharge thereof, to complete, execute and deliver any and all necessary instruments of satisfaction and release.
4. The Seller, by its execution of this Bill of Sale, and the Buyer, by its acceptance of this Bill of Sale, each hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be duly executed under seal as of and on the date first above written.

HEALTH IQ, INC.

By: James F. Winschel, Jr.
Name: JAMES F. WINSCHER, JR.
Title: VP & TREASURER

Attest:

ACCEPTED:

PharmaIQ, Inc.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be duly executed under seal as of and on the date first above written.

HEALTH IQ, INC.

By: _____
Name:
Title:

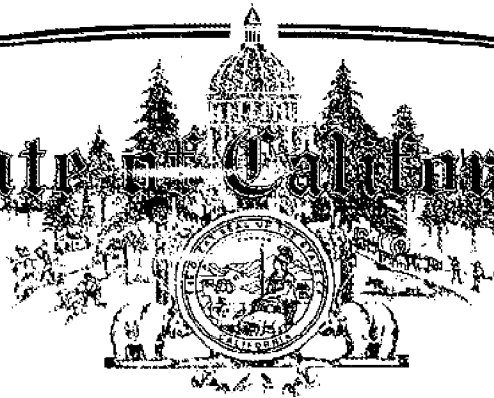
Attest:

ACCEPTED:

[NAME] *Pharmath Inc.*

By: *[Signature]*
Name: *Daniel Vesely*
Title: *vice President*

State of California



SECRETARY OF STATE

I, *Kevin Shelley*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

MAY - 5 2004



Kevin Shelley
Secretary of State

A0611290

ENDORSED - FILED
In the office of the Secretary of State
of the State of California

APR 19 2004

KEVIN SHELLEY
Secretary of State

**CERTIFICATE OF AMENDMENT OF
ARTICLES OF INCORPORATION OF
PHARMAIQ, INC.**

Anthony M. Page hereby certifies that:


1. He is the duly elected and acting President and Secretary respectively of said corporation.
2. Article I of the Articles of Incorporation of this corporation is amended to read in full as follows:

I.


The name of this corporation is HealthIQ, Inc.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the Board of Directors of the Corporation.
4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of the shareholders of this Corporation in accordance with Section 902 of the California General Corporation Law. The total number of outstanding shares of each class entitled to vote with respect to the foregoing Amendment was one thousand (1,000) shares. The number of shares voting in favor of the foregoing Amendment equaled or exceeded the vote required. The percentage vote required was more than fifty percent (50%).

IN WITNESS WHEREOF, the undersigned have executed this Certificate on April 8, 2004.



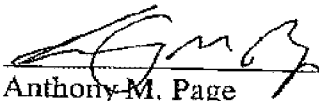
Anthony M. Page, President



Anthony M. Page, Secretary

The undersigned, Anthony M. Page, the President and Secretary of PharmaIQ, Inc., declares under penalty of perjury that the matters set forth in the foregoing Certificate are true of his own knowledge.

Executed at Orange, California, on April 8, 2004.



Anthony M. Page

