

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
Med-Vantage Inc.		08/07/2007	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Health Performance Institute, Inc.		
Street Address:	353 Sacramento Street, Suite 1520		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3257351	HEALTH PERFORMANCE INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	(213)630-5693		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	213-891-5031		
Email:	pavakian@buchalter.com		
Correspondent Name:	Patrick Avakian		
Address Line 1:	1000 Wilshire Blvd., Suite 1500		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	M3950-0001		
NAME OF SUBMITTER:	Patrick Avakian		
Signature:	/pa/		
Date:	08/07/2007		

CH \$40.00 3257351

Total Attachments: 1
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ASSIGNMENT OF TRADEMARK

WHEREAS, Med-Vantage Inc., a California Corporation, located at 353 Sacramento Street, Suite 1520, San Francisco, California, hereinafter referred to as ASSIGNOR, is the owner of United States Trademark Registration Number 3,257,351, for the mark "HEALTH PERFORMANCE INSTITUTE", hereinafter referred to as the TRADEMARK; and

WHEREAS, Health Performance Institute Inc., a California Corporation, located at 353 Sacramento Street, Suite 1520, San Francisco, California, hereinafter referred to as ASSIGNEE, is desirous of acquiring all right, title and interest in and to the TRADEMARK.

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN:

Be it known that in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby assign to ASSIGNEE all right, title and interest in and to said TRADEMARK.

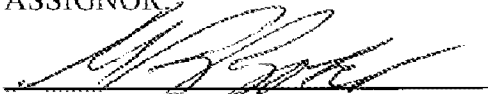
ASSIGNOR hereby further assign to ASSIGNEE (a) all damages and other proceeds hereafter recovered or received in any infringement suit, settlement or other proceeding related to the TRADEMARK, (b) the right to sue for past, present and future infringements of the TRADEMARK, and (c) all other rights corresponding to the TRADEMARK and any existing or future applications and registrations related to the TRADEMARK throughout the world.

ASSIGNOR further warrants that upon request of ASSIGNEE, it shall execute all documents, instruments and papers, and do all other commercially reasonable, lawful acts necessary to carry out the intent of this Assignment or to more fully evidence ASSIGNEE'S rights in the TRADEMARK as well as to provide such other commercially reasonable material or information as ASSIGNEE may consider necessary to carry out the intent of this Assignment.

ASSIGNOR covenants to and with ASSIGNEE that the ASSIGNOR is the owner and has the right to transfer and assign the TRADEMARK, and that the TRADEMARKS are free and clear of all liens, encumbrances and security interests.

The Assignment is binding upon the parties, their successors and assigns, and all others acting by, through, with or under their direction, and all those in privity therewith.

ASSIGNOR:



Date: August 7, 2007

Geoffrey Baker, CEO
Med-Vantage, Inc.
353 Sacramento Street, Suite 1520
San Francisco, CA 94111