

ESCROW AGREEMENT

PARTIES. This Escrow Agreement is made on April ____, 2010, by and between _____ having an address of _____, hereinafter called "BUYER", and, Ashley A. Gabriel, an individual with an address of 1 North Fort Lauderdale Beach Blvd, Apartment 2302, Fort Lauderdale, Florida, hereinafter called "SELLER", and, William H. Reynolds, Esq., with a place of business at 958 Birchwood Drive, Duanesburg, New York 12056, herein called "Escrow Holder."

WHEREAS, the purpose of an Internet Domain Name is to provide symbolic representation by use of a unique alphabetical address in the form of a recognizable name to identify an Internet resource otherwise encoded by a numerical Internet Protocol address, and

WHEREAS, the use of unique alphabetical addresses instead of numeric ones allows Internet users to more easily find and communicate with web sites and other Internet Protocol address-based communications services, and

WHEREAS, Seller has agreed to sell, and Buyer has agreed to purchase all Seller's right, title and interest in and to the Internet Domain Name known and duly registered as "Dermatology.com" for consideration in the sum of Nine Million Four Hundred Thousand dollars and no/100 (\$9,400,000.00) lawful money of the United States of America.

WHEREAS, Seller holds all right, title and interest to the use and enjoyment of the Internet Domain Name "Dermatology.com."

NOW, THEREFORE, in consideration of the sum of one (\$1.00) dollar lawful money of the United States, receipt whereof is hereby acknowledged by the Escrow Holder, and of the mutual covenants and agreements hereinafter contained, it is agreed as follows:

1. Seller and Buyer hereby appoint and designate William H. Reynolds, Esq. the Escrow Holder for the purposes as hereinafter set forth.
2. Buyer agrees to deposit the purchase money with the Escrow Holder in a non-interest bearing, New York State regulated IOLA attorney escrow account, which is to be held in trust by him for disbursement in accordance with the terms and provisions herein.
3. Seller and Buyer do hereby authorize the Escrow Holder to disburse the purchase money to Seller upon receipt by the Escrow Holder of proof of completion of the transfer to Buyer of all Seller's right, title and interest in and to "Dermatology.com" as evidenced by Buyer's exercise of dominion and control over the said Internet Domain Name to the exclusion of the Seller. The facts and circumstances evidencing completion of the transfer are exclusively matters of agreement between the Parties only and are not instructions to Escrow Holder and in no event shall Escrow Holder be liable for failure of any of the terms of the parties' agreement.
4. This Escrow Agreement shall constitute only the instructions to Escrow Holder for disbursement and closure of the Escrow. Escrow Holder shall not prepare any further Escrow instructions unless specifically so instructed by the Parties to the Transaction. The facts and circumstances the due execution of the contract documents are exclusively matters of transaction between the Parties only and are not instructions to

Escrow Holder and in no event shall Escrow Holder be liable for failure of any of the terms of the parties' agreement.

5. Upon disbursement of the purchase monies and closing of the Escrow, Seller and Buyer shall release the Escrow Holder from, and agree to indemnify him against, any liability whatsoever arising out of this Escrow Agreement.

6. In no event shall Escrow Holder be liable for failure of any of the terms of this Escrow Agreement or for any damage caused to either Seller or Buyer by the exercise of his discretion in any particular manner or for any other reason except Escrow Holder's gross negligence or willful misconduct with reference to this escrow.

7. Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Escrow Agreement and applicable law, including any reporting requirements of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of this ____ day of April, 2010.

, Buyer

Ashley Gabriel, Seller

William H. Reynolds, Esq., Escrow Holder