

SALE AND TRANSFER AGREEMENT

This Transfer Agreement ("AGREEMENT") is made and entered into on April ____, 2010 (the "EFFECTIVE DATE") by and among:

(1) _____ with an address of _____
(hereinafter "BUYER");

(2) Ashley Gabriel with an address of 1 North Fort Lauderdale Beach Blvd, Suite 2302, Fort Lauderdale, Florida 33304 (hereinafter "SELLER").

This AGREEMENT is entered into with reference to the following recitals:

RECITALS

A. SELLER has registered in the name of "" the domain name "Dermatology.com" (the "DOMAIN NAME") through the services of Domain Bank.

B. BUYER desires to acquire the DOMAIN NAME and the registration thereof and all of SELLER's rights in and to the DOMAIN NAME and SELLER is willing to sell the said DOMAIN NAME to BUYER, pursuant to the terms and conditions set forth in this AGREEMENT.

C. SELLER and BUYER, through their respective attorneys, have reviewed the public "whois" records for the DOMAIN NAME, and both parties acknowledge that the DOMAIN NAME is currently registered in the name of Ashley Gabriel through April 11, 2014.

D. The SELLER's Registrar is Domainbank, the said company being a duly authorized Domain Name Registrar accredited by the Internet Corporation for Assigned Names and Numbers (ICANN), with an address of PO Box 821066, Vancouver, Washington 98682-0024.

E. In order to facilitate the transfer contemplated hereunder, the BUYER has heretofore created an account with Domainbank. Upon conclusion of the sale and transfer, BUYER may move the account to any registrar of his choosing.

F. SELLER represents that it has the absolute legal title to the DOMAIN NAME and will indemnify and hold harmless BUYER from any claims made against SELLER'S title to the said DOMAIN NAME, except that no obligation to indemnify shall arise with respect to any similar domain names.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

1. Incorporation of Recitals and Definitions. The foregoing recitals and definitions are incorporated herein fully by reference.

2. Transfer and Consideration. The sale and transfer of the DOMAIN NAME under this agreement is made in exchange for the payment of the CONSIDERATION in the sum of Nine Million Four Hundred Thousand United States dollars (\$9,400,000.00) made as follows:

(a) Payment of the CONSIDERATION will be made by wire transfer to SELLER's attorneys' trust account, to be held in escrow until transfer of DOMAIN NAMES has been completed, in accordance with the Escrow Agreement executed simultaneously herewith and incorporated herein by reference.

(b) Immediately following confirmation of the deposit of the CONSIDERATION in accordance with Section 2(a) hereof, SELLER shall transfer the DOMAIN NAME to BUYER's Domain Bank account.

(c) When BUYER receives confirmation from Domain Bank that the transfer of the DOMAIN NAME to BUYER has been completed it will notify SELLER's attorneys that they may release the CONSIDERATION to SELLER.

3. Assignment Of Rights In The DOMAIN NAME; No Assumption of Liabilities. Under the terms and conditions of this Transfer Agreement and the associated Escrow Agreement, SELLER does hereby promise to sell, assign, and transfer to BUYER, SELLER's entire worldwide right, title and interest in and to the DOMAIN NAME, and BUYER shall accept the same. Notwithstanding anything to the contrary contained herein, BUYER expressly does not, and shall not, assume or be deemed to assume any liability, obligation, commitment, undertaking, expense or agreement of SELLER of any nature whatsoever, whether known or unknown or absolute or contingent, including, without limitation, any obligation or liability relating to or arising from SELLER's use and/or registration of the DOMAIN NAME in connection with any products or services, or as a part of a trademark, service mark, business name, corporate name, trade name, or Internet domain name.

4. Non-Competition Regarding the DOMAIN NAME.

Upon closing, SELLER shall cease and permanently refrain from using, cooperating in the use of, or licensing the use of the DOMANIN NAME for any products or services, or as a trademark, service mark, business name, corporate name, trade name, or Internet domain name, or for any Internet content.

5. Assignment and Survival. BUYER shall have the right to assign this AGREEMENT, the DOMAIN NAME, and all of BUYER's rights and obligations, to any person or entity without any restrictions whatsoever.

6. Enforceability. The execution and delivery of this Transfer Agreement, and the parties' respective performance of their obligations hereunder: (i) are within each parties' power; (ii) have been duly authorized by all necessary corporate or third

party action; (iii) do not contravene any law or any contractual provision binding on any party; and (iv) do not require any consent or approval of any person or governmental authority, except such consents and approvals as have been obtained and are in full force and effect.

7. Authority. The execution and performance of this Transfer Agreement does not violate any statute, court order, or agreement between the parties hereto and any third party.

8. Non-Knowledge of Third Party Claims. SELLER is not aware of any claims: (i) by or against SELLER that relate to or involve the DOMAIN NAME; (ii) against SELLER by any third party relating to or arising from any SELLER's use and/or registration of the DOMAIN NAME in connection with any products or services, or as a part of a trademark, service mark, business name, corporate name, trade name, or Internet domain name; (iii) against SELLER arising from or relating to SELLER's display, advertising, promotion, distribution, sale, and offer for sale, of any products, services, or Internet content in connection with the DOMAIN NAME, or on or through the website associated therewith; or (iv) against SELLER arising from or relating to the operation of the web site "Dermatology.com".

9. Further Acts. The parties hereto agree to perform any further acts and execute and deliver any additional documents which may be reasonably necessary to carry out the provisions of this Transfer Agreement. In addition, for the purposes of accomplishing the transfer of the DOMAIN NAME, SELLER appoints BUYER as such SELLER's attorney-in-fact to execute all documents and take all actions required by the appropriate domain registration authority to effect the assignment and transfer.

10. Costs and Expenses. In the event that any party fails to perform any of its obligations under this Transfer Agreement, or takes any action prohibited by the terms thereof (such party being referred to as the "DEFAULTING PARTY"), the DEFAULTING PARTY hereby agrees to pay to the other party, promptly on demand, all losses, costs, expenses, including all attorney's fees, incurred by such party in connection with the enforcement of this Transfer Agreement and of any rights such party has under applicable law.

11. Specific Performance. Should any of the parties default in any of their obligations under this Transfer Agreement, or should any of the representations and warranties made herein be false, the defaulting party acknowledges that the non-defaulting party may be irreparably damaged and that it would be extremely difficult and impractical to measure such damage. Accordingly, the defaulting party acknowledges that the non-defaulting party, in addition to any other available rights or remedies, shall be entitled to specific performance, injunctive relief and any other equitable remedy, all without posting any bond or other security, and the defaulting party waives the defense that a remedy at law or damages is adequate.

12. Entire Agreement. Taken together, this Transfer Agreement and the associated Escrow Agreement state the entire agreement between the parties with

respect to the subject matter hereof, and supersedes all previous and contemporaneous agreements and understandings, if any, whether written or oral, between the parties with respect to the subject matter hereof.

13. Construction. If any provision of this Transfer Agreement shall be unlawful, void or unenforceable in whole or in part for any reason, such provision or such part thereof shall be deemed separate from and shall in no way affect the validity or enforceability of the remainder of this Transfer Agreement or the associated Escrow Agreement.

14. Governing Law. This Transfer Agreement and the associated Escrow Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed and enforced in accordance with the laws of the State of New Jersey (without application of principles of conflicts of law). In connection with any controversy arising out of or related to this Transfer Agreement and the associated Escrow Agreement, the parties hereby irrevocably consent to the exclusive jurisdiction of any federal court located in New Jersey. Each of the parties irrevocably consents to service of process out of the aforementioned courts and waives any objection which it may now or hereafter have to the laying of venue of any action or proceeding arising out of or in connection with this Transfer Agreement and the associated Escrow Agreement brought in such courts.

15. Headings. Headings contained in this Transfer Agreement are solely for the convenience of the parties hereto and shall not be deemed to or be used to define, construe or limit any of the provisions hereof.

16. Amendment And Waiver. This Transfer Agreement may not be amended, changed, modified or waived except in a writing duly executed by the party to be bound thereby.

17. Agreement Binding On Successors. This Transfer Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, affiliates, parents, subsidiaries, officers, directors, shareholders, agents and representatives. The rights and responsibilities hereunder shall pass to heirs in the case of death of the BUYER.

18. Counterparts. This Transfer Agreement and the associated Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and such counterparts together shall comprise the respective agreement. BUYER and SELLER hereby agree that the deliver of facsimile or pdf signatures shall be acceptable and shall for all purposes be deemed to have the same force and effect as original signatures.

19. Neuter and Gender. For purposes of this Transfer Agreement, whenever the context requires the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender

shall include the masculine and neuter genders and the neuter gender shall include the masculine and feminine genders.

20. Notices. Any notice or other communication required or permitted to be delivered to any party under this Transfer Agreement and the associated Escrow Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address or facsimile telephone number set forth at the beginning of this Agreement for such party (or to such other address or facsimile telephone number as such party shall have specified in a written notice given to the other parties hereto).

IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date first written above.

, BUYER

Ashley Gabriel, SELLER