



**LETTER OF INTENT
BY AND BETWEEN
DotHealth, LLC and LegitScript, LLC**

This letter of intent ("LOI") is effective as of Wednesday, February 29, 2012, and is entered into by and between DotHealth, LLC ("DotHealth"), including its subsidiaries and affiliates, having a place of business at 354 Walthery Ave, Ridgewood NJ 07450 and LegitScript, LLC ("LegitScript"), including its subsidiaries and affiliates, having a place of business at 818 SW 3rd Ave., #353, Portland, OR 97204 (each of which is referred to as a "Party" and collectively as the "Parties").

1. Intent to Cooperate. The Parties intend to work together to achieve two primary goals. First is for DotHealth, LLC to successfully acquire the rights to operate the .health top-level domain ("TLD") registry through the Internet Corporation for Assigned Names and Numbers ("ICANN) application process. Second is the Parties joint desire to enter into an enterprise domain name monitoring service (and potentially other accreditation/certification services) that DotHealth would obtain from LegitScript for the .health TLD after ("ICANN) delegates the .health TLD registry operator rights to DotHealth. In support of DotHealth's application submission to ICANN for the .health TLD, the parties shall initially cooperate to identify and describe the proposed monitoring policy framework within the application at a high level.
2. Authorization of Disclosure to ICANN. DotHealth can reference the planned cooperation between the parties, and as appropriate, LegitScript's contributions to the proposed policies and governance procedures within the DotHealth application submission and within any related materials required or requested by ICANN and/or its representatives during the review and evaluation period for .health.
3. Definitive Agreement. Following ICANN delegation of registry operator rights to DotHealth, the Parties will work diligently and in good faith to negotiate and execute a mutually acceptable Enterprise Service Level Agreement ("Enterprise Agreement") reflecting (amongst other things) the expected quantity of domains that LegitScript will monitor, the frequency of monitoring, and other variables that may affect the cost of providing said service. The Definitive Agreement, shall set forth the specific terms and conditions of the service level implementation and cooperation between the parties.
4. Confidentiality. The Parties have previously signed a Mutual Non-Disclosure Agreement on January 19, 2012 (the "Mutual Non-Disclosure Agreement").
5. Promotion and Publicity. Both parties may seek to publicize or promote the relationship and cooperation between the parties, including as part of promotional or marketing

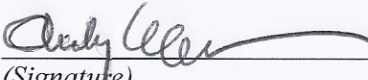
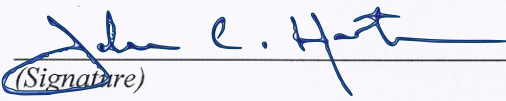


material, Company web sites, press releases and/or social media channels. Any promotional or publicity material prepared by either party mentioning the other shall be subject to the other's written consent prior to its distribution or broadcast. The content and timing of press releases related to this LOI shall be subject to mutual agreement.

6. Exclusivity. By signing this LOI, LegitScript agrees that during the term of this LOI until such time that the Parties enter into the Enterprise Agreement, with the exception of the .pharmacy TLD for which DotHealth and the NABP expect to jointly cooperate with LegitScript, LegitScript shall not provide the same or similar support and/or cooperation to any other applicant for a ".health" or related TLD name to ICANN. Notwithstanding the aforementioned, should DotHealth not achieve delegation from ICANN as the .health TLD registry operator, such exclusivity shall expire.
7. Expenses. The parties shall each bear their respective expenses of all attorneys, advisors and consultants retained by or representing them in connection with the LOI and any actions taken pursuant to this LOI.
8. No Liability. Neither Party shall be liable to the other for any indirect, special or consequential damages arising out of or in connection with any aspect of this LOI.
9. Ownership / No Licenses. In connection with the cooperation between the parties, the LOI and the Enterprise Agreement, all right, title and interest in and to each Party's systems, as well as those of third parties, including their associated hardware, software, object code, source code, toolkits, data and reports, shall remain the property of such Party. No licenses or rights under any patent, copyright, trademark, trade secret or any other intellectual property right are granted or are to be implied by this LOI.
10. Governing Law. This LOI will be governed and construed under the laws of the State of Delaware, without regard to conflicts of laws principles. This LOI may only be amended or otherwise modified in a writing signed by both Parties.
11. Nature of LOI. By signing this LOI, and subject to ICANN delegation of the .health registry operator rights to DotHealth, the Parties hereto confirm their intent to negotiate in good faith and execute the Enterprise Agreement. Except with regard to paragraphs 4 through 10 of this LOI, which are intended to create binding obligations of the Parties hereto, it is understood that this LOI merely constitutes a statement of our mutual intention with respect to the proposed cooperation between the parties, does not contain all matters upon which agreement must be reached in order to consummate the Enterprise Agreement, and therefore does not constitute a legal or binding commitment with respect to the Enterprise Agreement.



IN WITNESS WHEREOF, the Parties hereto have caused this LOI to be signed by their duly authorized officers or representatives as of the date first above written.

DOTHEALTH, LLC		LEGITSCRIPT LLC	
By:	<u></u> (Signature)	By:	<u></u> (Signature)
Printed Name:	<u>Andy Weissberg</u>	Printed Name:	<u>John Horton</u>
Title:	<u>CEO</u>	Title:	<u>President</u>
Date:	<u>3/1/12</u>	Date:	<u>3/1/2012</u>
Address:	<u>354 WALTHAM AVE</u> <u>Ridgewood, NJ 07450</u>	Address:	<u>818 SW 3rd Ave. #353</u> <u>Portland, OR 97204</u>