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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 16, 2010

AMHN, INC.
(Exact name of registrant as specified in its charter)

Nevada	000-16731	87-0233535
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

100 North First Street, Suite 104, Burbank, California 91502
(Address of principal executive offices and Zip Code)

(424) 239-6781
(Registrant’s telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a -12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e -4(c))

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ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

Information called for by this item is contained in Item 2.03 below, which item is incorporated herein by reference.

ITEM 2.03 CREATION OF A DIRECT FINANCIAL OBLIGATION OR AN OBLIGATION UNDER AN OFF-BALANCE SHEET ARRANGEMENT OF A REGISTRANT.

As previously reported, AMHN, Inc. ("AMHN" or the "Company") acquired 100% of the issued and outstanding shares of Spectrum Health Network, Inc., a Delaware corporation ("Spectrum") on June 11, 2010 in exchange for the issuance of an aggregate of 500,000 shares of AMHN's Common Stock and Spectrum became a wholly owned subsidiary of the Company.

Since the closing date of the Spectrum transaction, one of the Company's majority shareholders, Seatac Digital Resources, Inc. ("Seatac"), advanced approximately $487,532 to the Company specifically to address payables (the "Advances"). To date, the Advances have not been repaid. In order for Seatac to secure a first position for repayment of the Advances, the Company issued a Secured Demand Promissory Note dated December 16, 2010 for repayment of the Advances and any future advances made by Seatac (the "Note"). The Note, together with accrued interest at the annual rate of four percent (4%), is due in one lump sum payment on demand (the "Maturity Date"). If the Company commits any Event of Default (as defined in the Note Purchase Agreement), the interest rate shall be increased to a rate of ten percent (10%) per annum, subject to the limitations of applicable law.

The Note Purchase Agreement contains a number of negative covenants with which the Company must comply so long as the Note remains outstanding. Such negative covenants include, but are not limited to, restrictions on the Company's ability to (i) declare or pay any dividends or to purchase, redeem or otherwise acquire or retire any shares of the Company's capital stock; (ii) create, incur or assume any lien or other encumbrance (with limited exceptions as set forth in the Note Purchase Agreement); (iii) create, incur or assume (directly or indirectly) any indebtedness (with limited exceptions as set forth in the Note Purchase Agreement); (iv) amend the Company's Articles of Incorporation or Bylaws; and (vii) enter into any transactions with affiliates.

As security for the Company's obligations under the Note Purchase Agreement and Note, the Company pledged all of the capital stock of Spectrum pursuant to the terms of a Stock Pledge and Escrow Agreement dated December 16. 2010. Repayment of the Note is guaranteed by Spectrum and is secured by a blanket lien encumbering the assets of Spectrum.

The foregoing description of the Note, the Stock Pledge and Escrow Agreement, and related agreements is qualified, in entirety, by reference to each agreement, copies of which are attached as exhibits to this Current Report on Form 8-K and are incorporated by reference in response to this Item 2.03.

Item 4.01 CHANGES IN REGISTRANT'S CERTIFYING ACCOUNTANT.

On December 17, 2010, the Company's Board of Directors approved a change in its independent registered public accountants. Effective December 17, 2010, the Company terminated its relationship with KBL, LLP ("KBL") and engaged Rosenberg Rich Baker Berman & Company ("Rosenberg") to serve as the Company's independent registered public accountants for its fiscal year ending December 31, 2010.

KBL's reports on the consolidated financial statements of the Company and its subsidiaries for the year ended December 31, 2009 and subsequent interim periods did not contain any adverse opinion or disclaimer of opinion; however, the opinion for the fiscal years ended December 31, 2009 was qualified as to the Company's ability to continue as a going concern.

As previously reported in the Company's Form 8-K/A filed with the Securities and Exchange Commission (the "SEC") on October 6, 2009 (the "2009 Form 8-K"), Ronald R. Chadwick, P.C. ("Chadwick") served as the Company's independent registered public accountants for the years ended December 2008, 2007 and 2006. Chadwick's reports on the consolidated financial statements of the Company and its subsidiaries for the years ended December 31, 2008, 2007, and 2006 did not contain any adverse opinion or disclaimer of opinion; however, the opinion for the fiscal year ended December 31, 2008 was qualified as to the Company's ability to continue as a going concern.

During the Company's last two fiscal years and through the date of this Report, there were no disagreements between the Company and KBL or Chadwick on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedures, which disagreements, if not resolved to the satisfaction of KBL or Chadwick, would have caused it to make reference to the subject matter of the disagreements in connection with its report; and there were no reportable events as defined in Item 304(a)(1)(v) of Regulation S-K.

The Company provided KBL a copy of the above disclosures in response to Item 304(a) of Regulation S-K in conjunction with the filing of this Report and requested that KBL provide the Company with a letter addressed to the Securities and Exchange Commission stating whether it agrees with the statements made by the Company in response to Item 304(a) of Regulation S-K. A copy of such letter, dated December 17, 2010, is filed as Exhibit 16.1 to this Report.

The Company previously provided Chadwick the disclosures contained in the 2009 Form 8-K and Chadwick provided a letter to the SEC which was filed as an exhibit thereto and is incorporated herein by reference.

During the Company's two most recent fiscal years and through the date of this Report, the Company did not consult Rosenberg with respect to the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on our consolidated financial statements, or any other matters or reportable events as set forth in Items 304(a)(2) of Regulation S-K.

Item 5.01 CHANGES IN CONTROL OF REGISTRANT.

On December 17, 2010, each of Saddle Ranch Productions, Inc., a Florida corporation ("Saddle Ranch"), Seatac Digital Resources, Inc., a Delaware corporation ("Seatac"), and Donald R. Mastropietro, an individual resident of the state of Florida ("Mastropietro") sold shares of the Company's stock owned by them to Jo Cee, LLC, a Florida limited liability company (the "Transaction"). Saddle Ranch and Seatac each sold 4,108,107 Shares for $87,495 each and Mastropietro sold 684,684 Shares for $10, for an aggregate of $175,000 (the "Purchase Price").

Prior to the Transaction, Saddle Ranch, Seatac and Mastropietro collectively owned 8,900,898 Shares or approximately 53.7% of the Company's 16,575,209 outstanding shares of Common Stock. On an individual basis, each of Saddle Ranch and Seatac owned 24.78% and Mastropietro owned 4.13% of the Company's outstanding shares. Taking into effect the Transaction, Saddle Ranch, Seatac and Mastropietro own zero shares.

Prior to the Transaction, Jo Cee owned no shares of the Company. Taking into effect the Transaction, Jo Cee owns 8,900,898 or approximately 53.7% of the Company's 16,575,209 outstanding shares of Common Stock.

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Other than the transactions outlined hereinabove, there are no arrangements or understandings among or between Saddle Ranch, Seatac, Mastropietro and Jo Cee with respect to the election of directors or other matters of the Company. Other than the transactions outlined herein, the Company is unaware of any arrangements, including any pledge of the Company's securities by any person, the operation of which at a subsequent date will result in a change of control. Please also refer to Item 8.01 below.

Security Ownership of Certain Beneficial Owners and Management

The following alphabetical table sets forth the ownership of our Common Stock, after giving effect to the closing of the Transaction outlined in this Item 5.01, by each person known by us to be the beneficial owner of more than 5% of our outstanding Common Stock, each of our directors and executive officers, and all of our directors and executive officers as a group. The information presented below regarding beneficial ownership of our voting securities has been presented in accordance with the rules of the Securities and Exchange Commission (the "Commission") and is not necessarily indicative of ownership for any other purpose. This table is based upon information derived from our stock records. Unless otherwise indicated in the footnotes to this table and subject to community property laws where applicable, we believe that each of the shareholders named in this table has sole or shared voting and investment power with respect to the shares indicated as beneficially owned. Except as set forth below, applicable percentages are based upon 16,575,209 shares of Common Stock outstanding as of December 16, 2010.

Name and Address of Beneficial Owner	Title of Class	Number of Shares Beneficially Owned[1]	Percent of Class
Robert Cambridge President, Secretary, Sole Director 100 North First St., Suite 104 Burbank, CA 91502	Common	0	*
Sky Kelley 44 Musano Ct West Orange NJ 07052	Common	3,423,422	21.02%
Susan L. Coyne, Sole Member Jo Cee, LLC 3547 53rd Avenue W., #131 Bradenton, FL 34210	Common	8,900,898[2]	53.7%
All directors and executive officers as a group (1 person):	Common	0	*

(1) Beneficial ownership is determined in accordance with the rules of the Commission and generally includes voting or investment power with respect to securities. The indication herein that shares are beneficially owned is not an admission on the part of the listed stockholder that said listed stockholder is or will be a direct or indirect beneficial owner of those shares.

* Less than one percent.

Item 8.01 OTHER EVENTS.

The Company is currently involved in negotiations regarding a potential acquisition. Terms have not been fully agreed upon and there is no guarantee that the Company will be able to negotiate terms and reach a definitive agreement deemed favorable to the Company and its shareholders. The prior and current shareholders outlined in the Transaction in Item 5.01 above (Saddle Ranch, Seatac, Mastropietro, and Jo Cee) are aware of the potential acquisition; however, are not involved in the ongoing negotiations and are not shareholders, officers or directors of the entity the Company is seeking to acquire.

Item 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(a) Financial Statements:

None.

(b) Pro Forma Financial Information:

None.

(c) Shell Company Transactions:

None.

(d) Exhibits:

Exh. No.	Date	Document
10.01	December 16, 2010	Note Purchase Agreement*
10.02	December 16, 2010	Secured Promissory Note to Seatac Digital Resources*
10.03	December 16, 2010	Stock Pledge and Escrow Agreement by and between the Company and Seatac Digital Resources, Inc.*
10.04	December 16, 2010	Security Agreement by and between the Company and Seatac Digital Resources, Inc.*
10.05	December 16, 2010	Guarantor Security Agreement by and between Spectrum Health Network, Inc. and Seatac Digital Resources, Inc. *
10.06	December 16, 2010	Guaranty Agreement by and between Spectrum Health Network, Inc. and Seatac Digital Resources, Inc.*
10.07	December 16, 2010	Assignment of IP Security Interest*
16.1	December 17, 2010	Letter to the SEC from KBL, LLP*
16.2	October 6, 2009	Letter to the SEC from Ronald R. Chadwick, P.C. (1)

* Filed herewith.

(1) Filed as an exhibit to the Company's Form 8-K/A filed with the SEC on October 6, 2009.

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: December 22, 2010	**AMHN, INC.**
	By: /s/ Robert Cambridge
	Robert Cambridge
	Chief Executive Officer

Exhibit 10.01

AMHN, INC.

$487,532 SECURED PROMISSORY NOTE

DUE

ON DEMAND

NOTE PURCHASE AGREEMENT

by and between

AMHN, INC.

and

SEATAC DIGITAL RESOURCES, INC.

DATED

DECEMBER 16, 2010

NOTE PURCHASE AGREEMENT

This NOTE PURCHASE AGREEMENT (the "Agreement"), dated this 16th day of December, 2010, is made by and between AMHN, INC., a Nevada corporation (the "Company"), and SEATAC DIGITAL RESOURCES, INC., a Delaware corporation (the "Purchaser").

R E C I T A L S

WHEREAS, pursuant to the terms and conditions of this Agreement, the Company wishes to issue and sell to the Purchaser, and the Purchaser wishes to acquire from the Company, a Secured Promissory Note due on demand in the principal base amount of $487,532 ("Principal Base Amount"), plus any and all additional advances made to the Company as recorded on Exhibit 1 attached to the Secured Promissory Note ("Aggregated Principal Amount") in the form attached hereto as Exhibit A (the "Note").

NOW, THEREFORE, the Company and the Purchaser hereby agree as follows:

ARTICLE I
PURCHASE AND SALE OF THE NOTE

1.1 Purchase and Sale of the Note. Subject to the terms and conditions hereof and in reliance on the representations and warranties contained herein, or made pursuant hereto, the Company will issue and sell to the Purchaser, and the Purchaser will purchase from the Company at the closing of the transactions contemplated hereby (the "Closing"), a secured promissory note in the principal base amount of $487,532 ("Principal Base Amount") in exchange for advances previously made to the Company, specifically set forth as follows: July 1, 2010, $5000.00; July 31, 2010, $480,465.28; and August 9, 2010, $2,066.11 (collectively known as the "Advances").

1.2 Closing. The Closing shall be deemed to occur at the offices of the Purchaser, 555 H Street, Suite H, Eureka, California 95501 at 5:00 p.m. PDT on December 16, 2010, or at such other place, date or time as mutually agreeable to the parties (the "Closing Date").

1.3 Closing Matters. On the Closing Date, subject to the terms and conditions hereof, the following actions shall be taken:

(a) The Company will deliver to the Purchaser the Note dated the Closing Date, in the principal amount of $487,532 and will deliver to the Escrow Agent (as hereinafter defined) the Pledged Shares (as hereinafter defined).

ARTICLE II
SECURITY DOCUMENTS

2.1 Company Security Documents.

(a) Security Agreement. All of the obligations of the Company under the Note shall be secured by a lien on all the personal property and assets of the Company now existing or hereinafter acquired granted pursuant to a security agreement dated of even date herewith between the Company and Purchaser ("Security Agreement"), which, except for Permitted Liens (as hereinafter defined), shall be a first lien.

(b) Stock Pledge and Escrow Agreement. To secure the obligations of the Company under this Agreement and the Note, the Company shall pledge, hypothecate, and assign, to the Purchaser all the capital stock of its Subsidiary (the "Pledged Shares"), pursuant to a stock pledge and escrow agreement ("Stock Pledge and Escrow Agreement"). The Pledged Shares shall be transferred and delivered at Closing to Smith & Associates (the "Escrow Agent") pursuant to the terms of the Stock Pledge and Escrow Agreement.

2.2 Guaranty. All of the obligations of the Company under the Note shall be guaranteed pursuant to a guaranty agreement by the Company's Subsidiary set forth in Section 5.4(e) hereof ("Guaranty Agreement").

2.3 Guarantor Security Documents. All of the obligations of the Subsidiary under the Guaranty Agreement shall be secured by a lien on all the personal property and assets of the Subsidiary now existing or hereinafter acquired granted pursuant to a guarantor security agreement dated of even date herewith between the Company and the Subsidiary set forth in Section 5.4(f) hereof ("Guarantor Security Agreement"), which, except for Permitted Liens, shall be a first lien.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company hereby represents and warrants to the Purchaser as of the date of this Agreement as follows:

3.1 Organization and Qualification. The Company is a corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and has all requisite corporate power and authority to carry on its business as now conducted. The Company is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect. As used in this Agreement, "Material Adverse Effect" means any material adverse effect on the business, properties, assets, operations, results of operations, condition (financial or otherwise) or prospects of the Company and its Subsidiary or on the transactions contemplated hereby or by the agreements and instruments to be entered into in connection herewith, or on the authority or ability of the Company to perform its obligations under the Transaction Documents (as hereinafter defined).

3.2 Subsidiary. The Company has no subsidiaries other than Spectrum Health Network, Inc., a Delaware corporation ("Spectrum") (the "Subsidiary"). The Company owns, directly or indirectly, all of the capital stock of its Subsidiary, free and clear of any and all Liens, and all the issued and outstanding shares of capital stock of the Subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights. The Subsidiary is a corporation duly organized and validly existing and in good standing under the laws of the jurisdiction in which it is incorporated, and has all requisite corporate power and authority to carry on its business as now conducted. The Subsidiary is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect.

3.3 No Violation. Neither the Company nor its Subsidiary is in violation of: (a) any of the provisions of its certificate or articles of incorporation, bylaws or other organizational or charter documents; or (b) any judgment, decree or order or any statute, ordinance, rule or regulation applicable to the Company or its Subsidiary, except for possible violations which would not, individually or in the aggregate, have a Material Adverse Effect.

3.4 Capitalization.

(a) As of the date hereof, the Company’s authorized capital stock consists of (i) 50,000,000 shares of Common Stock, par value $0.001 per share, of which 16,575,209 shares are outstanding as outlined in the Company’s Form 10-Q for period ended September 30, 2010, and (ii) 10,000,000 shares of Class “A” Preferred Stock, par value $0.001 per share, of which zero shares are outstanding. All of such outstanding shares have been, or upon issuance will be, validly issued, are fully paid and nonassessable.

(b) Except as disclosed in the Company’s reports, financial statements, schedules, forms, statements and other documents required to be filed by it with the Securities and Exchange Commission (the “SEC”) pursuant to the reporting requirements of the Securities Exchange Act of 1934, as amended (the “Exchange Act”) or otherwise on Schedule 3.4(b), prior to the date hereof (the “SEC Documents”):

(i) no holder of shares of the Company’s capital stock has any preemptive rights or any other similar rights or has been granted or holds any liens or encumbrances suffered or permitted by the Company;

(ii) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares of capital stock of the Company or its Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or its Subsidiary is or may become bound to issue additional shares of capital stock of the Company or its Subsidiary or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any shares of capital stock of the Company or its Subsidiary;

(iii) there are no outstanding debt securities, notes, credit agreements, credit facilities or other agreements, documents or instruments evidencing Indebtedness (as defined in Section 3.14 hereof) of the Company or its Subsidiary or by which the Company or its Subsidiary is or may become bound;

(iv) there are no financing statements securing obligations in any material amounts, either singly or in the aggregate, filed in connection with the Company or its Subsidiary;

(v) there are no agreements or arrangements under which the Company or its Subsidiary is obligated to register the sale of any of their securities under the Securities Act of 1933, as amended, (the “Securities Act”) with the exception of the Registration Rights Agreement issued to Terrance Lane, as outlined in more detail in the Company’s Form 10-K for the year ended December 31, 2009;

(vi) there are no outstanding securities or instruments of the Company or its Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or its Subsidiary is or may become bound to redeem a security of the Company or its Subsidiary;

(vii) there are no securities or instruments containing antidilution or similar provisions that will be triggered by the issuance of the Note; and

(viii) the Company does not have any stock appreciation rights or “phantom stock” plans or agreements or any similar plan or agreement.

3.5 Issuance of the Note. The Note to be issued hereunder is duly authorized and, upon payment and issuance in accordance with the terms hereof, shall be free from all taxes, Liens and charges with respect to the issuance thereof. All actions by the Board, the Company and its stockholders necessary for the valid issuance of the Note pursuant to the terms of the Note have been taken.

3.6 Authorization; Enforcement; Validity. The Company has the requisite corporate power and authority to enter into and perform its obligations under this Agreement, the Security Agreement, the Stock Pledge and Escrow Agreement, and the Note, and each of the other agreements or instruments entered into by the parties hereto in connection with the transactions contemplated by this Agreement (collectively, the “Transaction Documents”) and to issue the Note in accordance with the terms hereof and thereof. The execution and delivery of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby, including, without limitation, and the issuance of the Note, have been duly authorized by the board of directors of the Company (the “Board”), and no further consent or authorization is required by the Company, the Board or its stockholders. This Agreement and the other Transaction Documents of even date herewith have been duly executed and delivered by the Company, and constitute the legal, valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, except (i) as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of applicable creditors’ rights and remedies, or (ii) as any rights to indemnity or contribution hereunder may be limited by federal and state securities laws and public policy consideration.

3.7 No Conflicts. The execution, delivery and performance of the Transaction Documents by the Company and the consummation by the Company of the transactions contemplated hereby and thereby will not (i) result in a violation of any articles or certificate of incorporation, any certificate of designations, preferences and rights of any outstanding series of preferred stock or bylaws of the Company or its Subsidiary or (ii) conflict with, or constitute a default (or an event which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, indenture or instrument to which the Company or its Subsidiary is a party, or (iii) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations) applicable to the Company or its Subsidiary or by which any property or asset of the Company or its Subsidiary is bound or affected, except in the case of clauses (ii) and (iii), for such breaches or defaults as would not be reasonably expected to have a Material Adverse Effect.

3.8 Governmental Consents. The Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or any other Person (as hereinafter defined) in order for it to execute, deliver or perform any of its obligations under or contemplated by the Transaction Documents, in each case, in accordance with the terms hereof or thereof. All consents, authorizations, orders, filings and registrations which the Company is required to obtain at or prior to the Closing pursuant to the preceding sentence have been obtained or effected. The Company is unaware of any facts or circumstances which might prevent the Company from obtaining or effecting any of the foregoing.

3.9 No General Solicitation. Neither the Company, nor any of its affiliates, nor any Person acting on its or their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer or sale of the Note.

3.10 No Integrated Offering. None of the Company, its subsidiary, any of its affiliates, and any Person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of the Note under the Securities Act or cause this offering of the Note to be integrated with prior offerings by the Company for purposes of the Securities Act or any applicable stockholder approval provisions.

3.11 Placement Agent's Fees. No brokerage or finder's fee or commission are or will be payable to any Person with respect to the transactions contemplated by this Agreement based upon arrangements made by the Company or any of its affiliates.

3.12 Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body pending or, to the knowledge of the Company, threatened against or affecting the Company, the transactions contemplated by the Transaction Documents, the Common Stock or its Subsidiary or any of their respective current or former officers or directors in their capacities as such. To the knowledge of the Company, there has not been within the past two (2) years, and there is not pending, any investigation by the SEC involving the Company or any current or former director or officer of the Company (in his or her capacity as such). The SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Securities Act within the past two (2) years.

3.13 Indebtedness and Other Contracts. Except as disclosed in the SEC Documents or otherwise set forth on Schedule 3.14, neither the Company nor its Subsidiary (a) has any (a) is a party to any contract, agreement or instrument, the violation of which, or default under, by any other party to such contract, agreement or instrument would result in a Material Adverse Effect, (b) is in violation of any term of or in default under any contract, agreement or instrument relating to any Indebtedness, except where such violations and defaults would not result, individually or in the aggregate, in a Material Adverse Effect, or (c) is a party to any contract, agreement or instrument relating to any Indebtedness, the performance of which, in the judgment of the Company's officers, has or is expected to have a Material Adverse Effect. For purposes of this Agreement: (x) "Indebtedness" of any Person means, without duplication (i) all indebtedness for borrowed money, (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (other than trade payables entered into in the ordinary course of business), (iii) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments, (iv) all obligations evidenced by notes, bonds, debentures or similar instruments, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses, (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property), (vi) all monetary obligations under any leasing or similar arrangement which, in connection with generally accepted accounting principles, consistently applied for the periods covered thereby, is classified as a capital lease, (vii) all indebtedness referred to in clauses (i) through (vi) above secured by (or for which the holder of such Indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge, change, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness, and (viii) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (i) through (vii) above; (y) "Contingent Obligation" means, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that

the holders of such liability will be protected (in whole or in part) against loss with respect thereto; and (z) “Person” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

3.14 Financial Information; SEC Documents. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC pursuant to the reporting requirements of the Exchange Act. As of their respective dates, the SEC Documents complied in all material respects with the requirements of the Exchange Act and the rules and regulations of the SEC promulgated thereunder applicable to such SEC Documents, and none of such SEC Documents, at the time they were filed with the SEC, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. As of their respective dates, the financial statements of the Company included in such SEC Documents complied as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC with respect thereto. Such financial statements have been prepared in accordance with generally accepted accounting principles, consistently applied, during the periods involved (except (i) as may be otherwise indicated in such financial statements or the notes thereto, or (ii) in the case of unaudited interim statements, to the extent they may exclude footnotes or may be condensed or summary statements) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). No other information provided by or on behalf of the Company to the Purchaser that is not included in the SEC Documents contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstance under which they are or were made, not misleading.

3.15 Absence of Certain Changes. Except as disclosed in the SEC Documents, since September 30, 2010 there has been no material adverse change and no material adverse development in the business, properties, operations, condition (financial or otherwise), results of operations or prospects of the Company or its Subsidiary. Since September 30, 2010, the Company has not (i) declared or paid any dividends, (ii) sold any assets, individually or in the aggregate, in excess of $50,000 outside of the ordinary course of business or (iii) had capital expenditures, individually or in the aggregate, in excess of $100,000. The Company has not taken any steps to seek protection pursuant to any bankruptcy law nor does the Company have any knowledge or reason to believe that its creditors intend to initiate involuntary bankruptcy proceedings or any actual knowledge of any fact which would reasonably lead a creditor to do so. After giving effect to the transactions contemplated hereby to occur at the Closing, the Company will not be Insolvent (as hereinafter defined). For purposes of this Agreement, “Insolvent” means (i) the present fair saleable value of the Company’s assets is less than the amount required to pay the Company’s total indebtedness, contingent or otherwise, (ii) the Company is unable to pay its debts and liabilities, subordinated, contingent or otherwise, as such debts and liabilities become absolute and matured, (iii) the Company intends to incur or believes that it will incur debts that would be beyond its ability to pay as such debts mature or (iv) the Company has unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted.

3.16 Foreign Corrupt Practices.

(a) Neither the Company, nor any director, officer, agent, employee or other Person acting on behalf of the Company has, in the course of its actions (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (c) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended or (d) made any unlawful bribe, rebate, payoff, influence

payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(b) Neither the Subsidiary of the Company, nor any of their respective directors, officers, agents, employees or other Persons acting on behalf of such subsidiary has, in the course of their respective actions (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (b) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (c) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended or (d) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

3.17 Transactions With Affiliates. Except as set forth in the SEC Documents, none of the officers, directors or employees of the Company is presently a party to any transaction with the Company or its Subsidiary (other than for ordinary course services as employees, officers or directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the knowledge of the Company, any corporation, partnership, trust or other entity in which any such officer, director, or employee has a substantial interest or is an officer, director, trustee or partner.

3.18 Insurance. The Company's Subsidiary carries a property and liability insurance policy against such losses and risks and in such amounts as management of the Company believes to be prudent and customary in the businesses in which the Company's Subsidiary is engaged. The Company does not carry any insurance policy of any type. Neither the Company nor its Subsidiary has been refused any insurance coverage sought or applied for and neither the Company nor its Subsidiary has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

3.19 Employee Relations. Neither the Company nor its Subsidiary is a party to any collective bargaining agreement or employs any member of a union. No Executive Officer of the Company (as defined in Rule 501(f) of the Securities Act) has notified the Company that such officer intends to leave the Company or otherwise terminate such officer's employment with the Company. No Executive Officer of the Company, to the knowledge of the Company, is, or is now, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement, non-competition agreement, or any other contract or agreement or any restrictive covenant, and the continued employment of each such executive officer does not subject the Company or its Subsidiary to any liability with respect to any of the foregoing matters. The Company and its Subsidiary are in compliance with all federal, state, local and foreign laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours, except where failure to be in compliance would not, either individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

3.20 Title. The Company and its Subsidiary have good and marketable title to all personal property owned by them which is material to their respective business, in each case free and clear of all liens, encumbrances and defects except such as are described in the SEC Documents or such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company and its Subsidiary. Any real property and facilities held under lease by the Company and its Subsidiary are held by them under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company and its Subsidiary.

3.21 Intellectual Property Rights. Schedule 3.22 sets forth a list of all of the Company's patents, trademarks, trade names, service marks, copyrights, and registrations and applications therefor, trade secrets and any other intellectual property right (collectively, "Intellectual Property Rights"), identifying whether owned by the Company, its Subsidiary or a third party. The Intellectual Property Rights are, to the best of the Company's knowledge, fully valid and are in full force and effect. The Company does not have any knowledge of any infringement by the Company or its Subsidiary of Intellectual Property Rights of others. There is no claim, action or proceeding being made or brought, or to the knowledge of the Company, being threatened, against the Company or its Subsidiary regarding its Intellectual Property Rights that could have a Material Adverse Effect. The Company is unaware of any facts or circumstances which might give rise to any of the foregoing infringements or claims, actions or proceedings. The Company and Subsidiary have taken reasonable security measures to protect the secrecy, confidentiality and value of their Intellectual Property Rights.

3.22 Environmental Laws. The Company and its Subsidiary (a) are in compliance with any and all Environmental Laws (as hereinafter defined), (b) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses and (c) are in compliance with all terms and conditions of any such permit, license or approval where, in each of the foregoing clauses (a), (b) and (c), the failure to so comply could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect. The term "Environmental Laws" means all federal, state, local or foreign laws relating to pollution or protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata), including, without limitation, laws relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, or toxic or hazardous substances or wastes (collectively, "Hazardous Materials") into the environment, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials, as well as all authorizations, codes, decrees, demands or demand letters, injunctions, judgments, licenses, notices or notice letters, orders, permits, plans or regulations issued, entered, promulgated or approved thereunder.

3.23 Tax Matters. The Company and its Subsidiary (a) have made or filed all federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (b) have paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and (c) have set aside on its books reasonably adequate provision for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply, except where such failure would not have a Material Adverse Effect. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

3.24 Sarbanes-Oxley Act. The Company is in compliance with any and all requirements of the Sarbanes-Oxley Act of 2002 that are effective as of the date hereof and applicable to it, and any and all rules and regulations promulgated by the SEC thereunder that are effective and applicable to it as of the date hereof, except where such noncompliance would not have a Material Adverse Effect.

3.25 Investment Company Status. The Company is not, and immediately after receipt of payment for the Note will not be, an "investment company," an "affiliated person" of, "promoter" for or "principal underwriter" for, or an entity "controlled" by an "investment company," within the meaning of the Investment Company Act.

3.26 Material Contracts. Each contract of the Company that involves expenditures or receipts in excess of $100,000 (each an "Applicable Contract") is in full force and effect and is valid and

enforceable in accordance with its terms. The Company is and has been in full compliance with all applicable terms and requirements of each Applicable Contract and, to the Company's knowledge, no event has occurred or circumstance exists that (with or without notice or lapse of time) may contravene, conflict with or result in a violation or breach of, or give the Company or any other entity the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or to cancel, terminate or modify any Applicable Contract. The Company has not given or received from any other entity any notice or other communication (whether oral or written) regarding any actual, alleged, possible or potential violation or breach of, or default under, any Applicable Contract.

3.27 Inventory. Neither the Company nor its Subsidiary keeps inventory on hand.

3.28 Disclosure. All disclosure provided to the Purchaser regarding the Company, its business and the transactions contemplated hereby, including the Schedules to this Agreement, furnished by or on behalf of the Company are true and correct and do not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Company as of the date of this Agreement as follows:

4.1 Organization. The Purchaser is a corporation, limited liability company or partnership duly incorporated or organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or organization.

4.2 Authorization. This Agreement has been duly authorized, validly executed and delivered by the Purchaser and is a valid and binding agreement and obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, subject to limitations on enforcement by general principles of equity and by bankruptcy or other laws affecting the enforcement of creditors' rights generally, and the Purchaser has full power and authority to execute and deliver this Agreement and the other agreements and documents contemplated hereby and to perform its obligations hereunder and thereunder.

4.3 Investment Investigation. The Purchaser understands that no Federal, state, local or foreign governmental body or regulatory authority has made any finding or determination relating to the fairness of an investment in the Note and that no Federal, state, local or foreign governmental body or regulatory authority has recommended or endorsed, or will recommend or endorse, any investment in the Note. The Purchaser, in making the decision to purchase the Note, has relied upon independent investigation made by it and has not relied on any information or representations made by third parties.

4.4 Accredited Investor. The Purchaser is an "accredited investor" as defined under Rule 501 of Regulation D promulgated under the Securities Act.

4.5 No Distribution. The Purchaser is and will be acquiring the Note for its own account and not with a view to any resale or distribution of the Note in whole or in part, in violation of the Securities Act or any applicable securities laws.

4.6 Resale. The parties intend that the offer and sale of the Note be exempt from registration under the Securities Act, by virtue of Section 4(2) and/or Rule 506 of Regulation D promulgated under the Securities Act. The Purchaser understands that the Note purchased hereunder has not been, and may

never be, registered under the Securities Act and that the Note cannot be sold or transferred unless its is first registered under the Securities Act and such state and other securities laws as may be applicable or in the opinion of counsel for the Company an exemption from registration under the Securities Act is available (and then the Note may be sold or transferred only in compliance with such exemption and all applicable state and other securities laws).

4.7 Reliance. The Purchaser understands that the Note is being offered and sold to it in reliance on specific provisions of Federal and state securities laws and that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Purchaser set forth herein for purposes of qualifying for exemptions from registration under the Securities Act, and applicable state securities laws.

4.8 Marketable Title to Notes; Cancellation. Purchaser has good and marketable title to the previously issued promissory notes outlined in Item 1.1 herein, free and clear of all liens, claims and encumbrances of any kind and has not assigned, conveyed or otherwise transferred the previously issued promissory notes to any Person. Purchaser agrees that upon receipt of the Note in accordance with Section 1.1 hereof, all obligations of the Company under the previously issued promissory notes shall terminate.

ARTICLE V
CONDITIONS TO CLOSING OF THE PURCHASERS

The obligation of the Purchaser to purchase the Note at the Closing is subject to the fulfillment to the Purchaser’s satisfaction on or prior to the Closing Date of each of the following conditions, any of which may be waived by the Purchaser:

5.1 Representations and Warranties Correct. The representations and warranties in Article III hereof shall be true and correct when made, and shall be true and correct on the Closing Date with the same force and effect as if they had been made on and as of the Closing Date.

5.2 Performance. All covenants, agreements and conditions contained in this Agreement to be performed or complied with by the Company on or prior to the Closing Date shall have been performed or complied with by the Company in all material respects.

5.3 No Impediments. Neither the Company nor any Purchaser shall be subject to any order, decree or injunction of a court or administrative agency of competent jurisdiction that prohibits the transactions contemplated hereby or would impose any material limitation on the ability of such Purchaser to exercise full rights of ownership of the Note. At the time of the Closing, the purchase of the Note to be purchased by the Purchaser hereunder shall be legally permitted by all laws and regulations to which the Purchaser and the Company are subject.

5.4 Other Agreements and Documents. Company and its Subsidiary, as applicable, shall have executed and delivered the following agreements and documents:

(a) The Note in the form of Exhibit A attached hereto;

(b) The Security Agreement in the form of Exhibit B hereto;

(c) The Stock Pledge and Escrow Agreement in the form of Exhibit C attached hereto;

(d) The Guaranty Agreement in the form of Exhibit D attached hereto, executed by Spectrum;

(e) The Guarantor Security Agreement in the form of Exhibit E attached hereto, executed by Spectrum;

(f) Confirmatory Assignments of Security Interest in United States Patents, Trademarks, and Copyrights in the form of Exhibit F attached hereto;

(g) Financing Statements on Form UCC-1 with respect to all personal property and assets of the Company and its Subsidiary set forth in Section 5.4(f) above;

(h) A Certificate of Good Standing from the state of incorporation of the Company and its Subsidiary;

(i) A certificate of the Company's Chief Executive Officer, dated the Closing Date, certifying (i) the fulfillment of the conditions specified in Sections 5.1 and 5.2 of this Agreement, (ii) the Board resolutions approving this Agreement and the transactions contemplated hereby, and (iii) other matters as the Purchaser shall reasonably request;

(j) A written waiver, in form and substance satisfactory to the Purchaser, from each person, other than the Purchaser and those Persons set forth on Schedule 5.4(l), who has any of the following rights:

(i) any currently effective right of first refusal to acquire the Note; or

(ii) any right to an anti-dilution adjustment of securities issued by the Company that are held by such person that will be triggered as a result of the issuance of the Note ; and

(k) All necessary consents or waivers, if any, from all parties to any other material agreements to which the Company is a party or by which it is bound immediately prior to the Closing in order that the transactions contemplated hereby may be consummated and the business of the Company may be conducted by the Company after the Closing without adversely affecting the Company.

5.5 Pledged Shares. The Company shall have delivered the Pledged Shares to the Escrow Agent.

5.6 Due Diligence Investigation. No fact shall have been discovered, whether or not reflected in the Schedules hereto, which in the Purchaser's determination would make the consummation of the transactions contemplated by this Agreement not in the Purchaser's best interests.

ARTICLE VI
CONDITIONS TO CLOSING OF THE COMPANY

The Company's obligation to sell the Note at the Closing is subject to the fulfillment to its satisfaction on or prior to the Closing Date of each of the following conditions:

6.1 Representations. The representations made by the Purchaser pursuant to Article IV hereof shall be true and correct when made and shall be true and correct on the Closing Date.

6.2 No Impediments. Neither the Company nor any Purchaser shall be subject to any order, decree or injunction of a court or administrative agency of competent jurisdiction that prohibits the transactions contemplated hereby or would impose any material limitation on the ability of such Purchaser to exercise full rights of ownership of the Note. At the time of the Closing, the purchase of the Note to be purchased by the Purchaser hereunder shall be legally permitted by all laws and regulations to which the Purchaser and the Company are subject.

ARTICLE VII
AFFIRMATIVE COVENANTS

The Company hereby covenants and agrees, so long as the Note remains outstanding, as follows:

7.1 Maintenance of Corporate Existence. The Company shall and shall cause its Subsidiary to, maintain in full force and effect its corporate existence, rights and franchises and all material terms of licenses and other rights to use licenses, trademarks, trade names, service marks, copyrights, patents or processes owned or possessed by it and necessary to the conduct of its business.

7.2 Maintenance of Properties. The Company shall and shall cause its Subsidiary to keep each of its properties necessary to the conduct of its business in good repair, working order and condition, reasonable wear and tear excepted, and from time to time make all needful and proper repairs, renewals, replacements, additions and improvements thereto; and the Company shall and shall cause its Subsidiary to at all times comply with each material provision of all leases to which it is a party or under which it occupies property.

7.3 Payment of Taxes. The Company shall and shall cause its Subsidiary to, promptly pay and discharge, or cause to be paid and discharged when due and payable, all lawful taxes, assessments and governmental charges or levies imposed upon the income, profits, assets, property or business of the Company and its Subsidiary; provided, however, that any such tax, assessment, charge or levy need not be paid if the validity thereof shall be contested timely and in good faith by appropriate proceedings, if the Company or its Subsidiary shall have set aside on its books adequate reserves with respect thereto, and the failure to pay shall not be prejudicial in any material respect to the holder of the Note, and provided, further, that the Company or its Subsidiary will pay or cause to be paid any such tax, assessment, charge or levy forthwith upon the commencement of proceedings to foreclose any lien which may have attached as security therefor.

7.4 Payment of Indebtedness. The Company shall and shall cause its Subsidiary to pay or cause to be paid all Indebtedness incident to the operations of the Company or its Subsidiary (including, without limitation, claims or demands of workmen, materialmen, vendors, suppliers, mechanics, carriers, warehousemen and landlords) which, if unpaid might become a lien (except for Permitted Liens) upon the assets or property of the Company or its Subsidiary.

7.5 Maintenance of Insurance. The Company shall cause its Subsidiary to keep its assets which are of an insurable character insured by financially sound and reputable insurers against loss or damage by theft, fire, explosion and other risks customarily insured against by companies in the line of business of the Company’s Subsidiary, in amounts sufficient to prevent the Subsidiary from becoming a co-insurer of the property insured; and the Company shall cause its Subsidiary to maintain, with financially sound and reputable insurers, insurance against other hazards and risks and liability to persons and property to the extent and in the manner customary for companies in similar businesses similarly situated or as may be required by law, including, without limitation, general liability, fire and business interruption insurance, and product liability insurance as may be required pursuant to any license agreement to which the Company or its Subsidiary is a party or by which it is bound.

7.6 Notice of Adverse Change. The Company shall promptly give notice to the holder of the Note (but in any event within seven (7) days) after becoming aware of the existence of any condition or event which constitutes, or the occurrence of, any of the following:

(a) any Event of Default (as hereinafter defined);

(b) any other event of noncompliance by the Company or its Subsidiary under this Agreement;

(c) the institution or threatening of institution of an action, suit or proceeding against the Company or its Subsidiary before any court, administrative agency or arbitrator, including, without limitation, any action of a foreign government or instrumentality, which, if adversely decided, could materially adversely affect the business, prospects, properties, financial condition or results of operations of the Company and its Subsidiary, taken as a whole whether or not arising in the ordinary course of business; or

(d) any information relating to the Company or its Subsidiary which could reasonably be expected to materially and adversely affect the assets, property, business or condition (financial or otherwise) of the Company or its ability to perform the terms of this Agreement. Any notice given under this Section 7.6 shall specify the nature and period of existence of the condition, event, information, development or circumstance, the anticipated effect thereof and what actions the Company has taken and/or proposes to take with respect thereto.

7.7 Compliance With Agreements. The Company shall and shall cause its Subsidiary to comply in all material respects, with the terms and conditions of all material agreements, commitments or instruments to which the Company or its Subsidiary is a party or by which it or they may be bound.

7.8 Compliance With Laws. The Company shall and shall cause its Subsidiary to duly comply in all material respects with any material laws, ordinances, rules and regulations of any foreign, Federal, state or local government or any agency thereof, or any writ, order or decree, and conform to all valid requirements of governmental authorities relating to the conduct of their respective businesses, properties or assets.

7.9 Protection of Licenses, etc. The Company shall and shall cause its Subsidiary to, maintain, defend and protect to the best of their ability licenses and sublicenses (and to the extent the Company or its Subsidiary is a licensee or sublicensee under any license or sublicense, as permitted by the license or sublicense agreement), trademarks, trade names, service marks, patents and applications therefor and other proprietary information owned or used by it or them and shall keep duplicate copies of any licenses, trademarks, service marks or patents owned or used by it, if any, at a secure place selected by the Company.

7.10 Accounts and Records; Inspections.

(a) The Company shall keep true records and books of account in which full, true and correct entries will be made of all dealings or transactions in relation to the business and affairs of the Company and its Subsidiary in accordance with generally accepted accounting principles applied on a consistent basis.

(b) The Company shall permit each holder of the Note or any of such holder's officers, employees or representatives during regular business hours of the Company, upon forty-eight

(48) hours notice and as often as such holder may reasonably request, to visit and inspect the offices and properties of the Company and its Subsidiary and to make extracts or copies of the books, accounts and records of the Company or its Subsidiary at such holder's expense.

(c) Nothing contained in this Section 7.10 shall be construed to limit any rights which a holder of any Note may otherwise have with respect to the books and records of the Company and its Subsidiary, to inspect its properties or to discuss its affairs, finances and accounts.

7.11 Maintenance of Office. The Company will maintain its principal office at the address of the Company set forth in Section 12.6 of this Agreement where notices, presentments and demands in respect of this Agreement and of the Note may be made upon the Company, until such time as the Company shall notify the holder of the Note in writing, at least thirty (30) days prior thereto, of any change of location of such office.

7.12 Use of Proceeds. The Company shall use all the proceeds received from the sale of the Note pursuant to this Agreement solely for the purpose of working capital.

7.13 Payment of the Note. The Company shall pay the principal of and interest on the Note in the time, the manner and the form provided therein.

7.14 SEC Reporting Requirements. The Company shall comply with its reporting and filing obligations pursuant to Section 13 or 15(d) of the Exchange Act. The Company shall provide copies of such reports to the holder of the Note promptly upon such holder's request.

7.15 Further Assurances. From time to time the Company shall execute and deliver to the Purchaser and the Purchaser shall execute and deliver to the Company such other instruments, certificates, agreements and documents and take such other action and do all other things as may be reasonably requested by the other party in order to implement or effectuate the terms and provisions of this Agreement and the Note.

ARTICLE VIII
NEGATIVE COVENANTS

The Company hereby covenants and agrees, so long as the Note remains outstanding, it will not (and not allow its Subsidiary to), directly or indirectly, without the prior written consent of the Purchaser, as follows:

8.1 Payment of Dividends; Stock Purchase. Declare or pay any cash dividends on, or make any distribution to the holders of, any shares of capital stock of the Company, other than dividends or distributions payable in such capital stock, or purchase, redeem or otherwise acquire or retire for value any shares of capital stock of the Company or warrants or rights to acquire such capital stock, other than in connection with repurchases upon the termination of employment of employee equityholders.

8.2 Stay, Extension and Usury Laws. At any time insist upon, plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay, extension or usury law wherever enacted, now or at any time hereinafter in force, which may affect the covenants or the performance of the Note, the Company hereby expressly waiving all benefit or advantage of any such law, or by resort to any such law, hinder, delay or impede the execution of any power herein granted to the Purchaser but will suffer and permit the execution of every such power as though no such law had been enacted.

8.3 Liens. Except as otherwise provided in this Agreement, create, incur, assume or permit to exist any mortgage, lien, pledge, charge, security interest or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of the Company or its Subsidiary under any conditional sale or other title retention agreement or any capital lease, upon or with respect to any property or asset of the Company or its subsidiary (each a "Lien" and collectively, "Liens"), except that the foregoing restrictions shall not apply to:

(a) liens for taxes, assessments and other governmental charges, if payment thereof shall not at the time be required to be made, and provided such reserve as shall be required by generally accepted accounting principles consistently applied shall have been made therefor;

(b) liens of workmen, materialmen, vendors, suppliers, mechanics, carriers, warehouseman and landlords or other like liens, incurred in the ordinary course of business for sums not then due or being contested in good faith, if an adverse decision in which contest would not materially affect the business of the Company;

(c) liens securing indebtedness of the Company or its Subsidiary which is in an aggregate principal amount not exceeding $100,000 and which liens are subordinate to liens on the same assets held by the Purchaser;

(d) statutory liens of landlords, statutory liens of banks and rights of set-off, and other liens imposed by law, in each case incurred in the ordinary course of business (i) for amounts not yet overdue or (ii) for amounts that are overdue and that are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by generally accepted accounting principles shall have been made for any such contested amounts;

(e) liens incurred or deposits made in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return-of-money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money);

(f) any attachment or judgment lien not constituting an Event of Default;

(g) easements, rights-of-way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not and will not interfere in any material respect with the ordinary conduct of the business of the Company or its subsidiary;

(h) any (i) interest or title of a lessor or sublessor under any lease, (ii) restriction or encumbrance that the interest or title of such lessor or sublessor may be subject to, or (iii) subordination of the interest of the lessee or sublessee under such lease to any restriction or encumbrance referred to in the preceding clause (ii), so long as the holder of such restriction or encumbrance agrees to recognize the rights of such lessee or sublessee under such lease;

(i) liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(j) any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any real property;

(k) liens securing obligations (other than obligations representing debt for borrowed money) under operating, reciprocal easement or similar agreements entered into in the ordinary course of business of the Company and its Subsidiary; and

(l) the replacement, extension or renewal of any lien permitted by this Section 8.4 upon or in the same property theretofore subject or the replacement, extension or renewal (without increase in the amount or change in any direct or contingent obligor) of the indebtedness secured thereby.

All of the Foregoing Liens described in subsections (a) – (l) above shall be referred to as “Permitted Liens”.

8.4 Indebtedness. Create, incur, assume, suffer, permit to exist, or guarantee, directly or indirectly, any Indebtedness, excluding, however, from the operation of this covenant:

(a) any indebtedness or the incurring, creating or assumption of any indebtedness secured by liens permitted by the provisions of Section 8.3(c) above;

(b) the endorsement of instruments for the purpose of deposit or collection in the ordinary course of business;

(c) indebtedness which may, from time to time be incurred or guaranteed by the Company which in the aggregate principal amount does not exceed $100,000 and is subordinate to the indebtedness under this Agreement;

(d) indebtedness under the Note and any Indebtedness otherwise existing on the date hereof;

(e) indebtedness relating to contingent obligations of the Company and its Subsidiary under guaranties in the ordinary course of business of the obligations of suppliers, customers, and licensees of the Company and its Subsidiary;

(f) indebtedness relating to loans from the Company to its Subsidiary;

(g) indebtedness relating to capital leases in an amount not to exceed $100,000;

(h) accounts or notes payable arising out of the purchase of merchandise or services in the ordinary course of business; or

(i) indebtedness (if any) expressly permitted by, and in accordance with, the terms and conditions of this Agreement.

8.5 Liquidation or Sale. Sell, transfer, lease or otherwise dispose of 10% or more of its consolidated assets (as shown on the most recent financial statements of the Company or its Subsidiary, as the case may be) in any single transaction or series of related transactions (other than the sale of inventory in the ordinary course of business), or liquidate, dissolve, recapitalize or reorganize in any form of transaction, or acquire all or substantially all of the capital stock or assets of another business or entity.

8.6 Amendment of Charter Documents. Make any further amendment to the articles of incorporation or by-laws of the Company or of its Subsidiary.

8.7 Loans and Advances. Except for loans and advances outstanding as of the Closing Date, directly or indirectly, make any advance or loan to, or guarantee any obligation of, any person, firm or entity, except for intercompany loans or advances and those provided for in this Agreement.

8.8 Transactions with Affiliates.

(a) Make any intercompany transfers of monies or other assets in any single transaction or series of transactions, except as otherwise permitted in this Agreement.

(b) Engage in any transaction with any of the officers, directors, employees or affiliates of the Company or its Subsidiary, except on terms no less favorable to the Company or its Subsidiary as could be obtained in an arm's length transaction.

(c) Divert (or permit anyone to divert) any business or opportunity of the Company or its Subsidiary to any other corporate or business entity.

8.9 Other Business. Enter into or engage, directly or indirectly, in any business other than the business currently conducted or proposed to be conducted as of the date of this Agreement by the Company or its Subsidiary.

8.10 Investments. Make any investments in, or purchase any stock, option, warrant, or other security or evidence of indebtedness of, any person or entity (exclusive of any Subsidiary), other than obligations of the United States Government or certificates of deposit or other instruments maturing within one year from the date of purchase from financial institutions with capital in excess of $50 million.

ARTICLE IX
EVENTS OF DEFAULT

9.1 Events of Default. The occurrence and continuance of any of the following events shall constitute an event of default under this Agreement and the Note (each an "Event of Default" and, collectively, "Events of Default"):

(a) if the Company shall default in the payment of (i) any part of the principal of the Note, when the same shall become due and payable; or (ii) the interest on the Note; when the same shall become due and payable; and in each case such default shall have continued without cure for ten (10) business days after written notice (a "Default Notice") is given to the Company of such default;

(b) if the Company shall default in the performance of any of the covenants contained in Articles VIII or IX hereof and such default shall have continued without cure for thirty (30) days after a Default Notice is given to the Company;

(c) if the Company shall default in the performance of any other material agreement or covenant contained in this Agreement and such default shall not have been remedied to the satisfaction of the Purchaser within thirty-five (35) days after a Default Notice shall have been given to the Company;

(d) if the Company shall have failed to obtain the waivers of all persons holding preemptive or anti-dilution adjustment rights as required by Section 5.4(l) hereof and such default shall not have been remedied to the satisfaction of the Purchaser, within thirty-five (35) days after a Default Notice shall have been given to the Company;

(e) if any representation or warranty made in this Agreement or in or any certificate delivered pursuant hereto shall prove to have been incorrect in any material respect when made;

(f) if any default shall occur under any indenture, mortgage, agreement, instrument or commitment (other than a default under any trade payable or the continuation of default under those agreements set forth on Schedule 3.14) evidencing or under which there is at the time outstanding any indebtedness of the Company or its Subsidiary, in excess of $25,000, or which results in such indebtedness, in an aggregate amount (with other defaulted indebtedness) in excess of $50,000 becoming due and payable prior to its due date and if such indenture or instrument so requires, the holder or holders thereof (or a trustee on their behalf) shall have declared such indebtedness due and payable;

(g) if either of the Company or its Subsidiary shall default in the observance or performance of any term or provision of an agreement, other than those agreements set forth on Schedule 3.14, to which it is a party or by which it is bound, which default will have a Material Adverse Effect and such default is not waived or cured within the applicable grace period provided for in such agreement;

(h) if a final judgment which, either alone or together with other outstanding final judgments against the Company and its Subsidiary, exceeds an aggregate of $100,000 shall be rendered against the Company or its Subsidiary and such judgment shall have continued undischarged or unstayed for thirty-five (35) days after entry thereof;

(i) if the Company or its Subsidiary shall make an assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts; or if the Company or its Subsidiary shall suffer a receiver or trustee for it or substantially all of its assets to be appointed, and, if appointed without its consent, not to be discharged or stayed within ninety (90) days; or if the Company or its Subsidiary shall suffer proceedings under any law relating to bankruptcy, insolvency or the reorganization or relief of debtors to be instituted by or against it, and, if contested by it, not to be dismissed or stayed within ninety (90) days; or if the Company or its Subsidiary shall suffer any writ of attachment or execution or any similar process to be issued or levied against it or any significant part of its property which is not released, stayed, bonded or vacated within ninety (90) days after its issue or levy; or if the Company or its Subsidiary takes corporate action in furtherance of any of the aforesaid purposes or conditions; or

9.2 Remedies.

(a) Upon the occurrence and continuance of an Event of Default, the Purchaser may at any time (unless all defaults shall theretofore have been remedied) at its option, by written notice or notices to the Company (i) declare the Note to be due and payable, whereupon the same shall forthwith mature and become due and payable, together with interest accrued thereon, without presentment, demand, protest or notice, all of which are hereby waived; and (ii) declare any other amounts payable to the Purchaser under this Agreement or as contemplated hereby due and payable.

(b) Notwithstanding anything contained in Section 9.2(a), in the event that at any time after the principal of the Note shall so become due and payable and prior to the date of maturity stated in the Note all arrears of principal of and interest on the Note (with interest at the rate specified in the Note on any overdue principal and, to the extent legally enforceable, on any interest overdue) shall be paid by or for the account of the Company, then the Purchaser, by written notice or notices to the Company, may (but shall not be obligated to) waive such Event of Default and its consequences and rescind or annul such declaration, but no such waiver shall extend to or affect any subsequent Event of Default or impair any right resulting therefrom.

9.3 Enforcement. In case any one or more Events of Default shall occur and be continuing, the Purchaser may proceed to protect and enforce its rights by an action at law, suit in equity or other appropriate proceeding, whether for the specific performance of any agreement contained herein or in the Note or for an injunction against a violation of any of the terms hereof or thereof, or in aid of the exercise of any power granted hereby or thereby or by law. In case of a default in the payment of any principal of or interest on the Note, the Company will pay to the Purchaser such further amount as shall be sufficient to cover the cost and the expenses of collection, including, without limitation, reasonable attorney's fees, expenses and disbursements. No course of dealing and no delay on the part of the Purchaser in exercising any rights shall operate as a waiver thereof or otherwise prejudice the Purchaser's rights. No right conferred hereby or by the Note upon the Purchaser shall be exclusive of any other right referred to herein or therein or now available at law in equity, by statute or otherwise.

ARTICLE X
[INTENTIONALLY OMITTED]

ARTICLE XI
INDEMNIFICATION

11.1 Indemnification by the Company. The Company agrees to defend, indemnify and hold harmless the Purchaser and shall reimburse the Purchaser for, from and against each claim, loss, liability, cost and expense (including without limitation, interest, penalties, costs of preparation and investigation, and the reasonable fees, disbursements and expenses of attorneys, accountants and other professional advisors) (collectively, "Losses") directly or indirectly relating to, resulting from or arising out of any untrue representation, misrepresentation, breach of warranty or non-fulfillment of any covenant, agreement or other obligation by or of the Company contained herein or in any certificate, document, or instrument delivered to the Purchaser pursuant hereto.

11.2 Indemnification by the Purchaser. The Purchaser agrees to defend, indemnify and hold harmless the Company and shall reimburse the Company for, from and against all Losses directly or indirectly relating to, resulting from or arising out of any untrue representation, misrepresentation, breach of warranty or non-fulfillment of any covenant, agreement or other obligation of the Purchaser contained herein or in any certificate, document or instrument delivered to the Company pursuant hereto.

11.3 Procedure. The indemnified party shall promptly notify the indemnifying party of any claim, demand, action or proceeding for which indemnification will be sought under Sections 11.1 or 11.2 of this Agreement, and, if such claim, demand, action or proceeding is a third party claim, demand, action or proceeding, the indemnifying party will have the right at its expense to assume the defense thereof using counsel reasonably acceptable to the indemnified party. The indemnified party shall have the right to participate, at its own expense, with respect to any such third party claim, demand, action or proceeding. In connection with any such third party claim, demand, action or proceeding, the Purchaser and the Company shall cooperate with each other and provide each other with access to relevant books and records in their possession. No such third party claim, demand, action or proceeding shall be settled without the prior written consent of the indemnified party, which shall not be unreasonably withheld. If a firm written offer is made to settle any such third party claim, demand, action or proceeding and the indemnifying party proposes to accept such settlement and the indemnified party refuses to consent to such settlement, then: (i) the indemnifying party shall be excused from, and the indemnified party shall be solely responsible for, all further defense of such third party claim, demand, action or proceeding; and (ii) the maximum liability of the indemnifying party relating to such third party claim, demand, action or proceeding shall be the amount of the proposed settlement if the amount thereafter recovered from the indemnified party on such third party claim, demand, action or proceeding is greater than the amount of the proposed settlement.

ARTICLE XII
MISCELLANEOUS

12.1 Governing Law. This Agreement and the rights of the parties hereunder shall be governed in all respects by the laws of the State of California wherein the terms of this Agreement were negotiated.

12.2 Survival. Except as specifically provided herein, the representations, warranties, covenants and agreements made herein shall survive the Closing.

12.3 Amendment. This Agreement may not be amended, discharged or terminated (or any provision hereof waived) without the written consent of the Company and the Purchaser.

12.4 Successors and Assigns. Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon and enforceable by and against, the successors, assigns, heirs, executors and administrators of the parties hereto. The Purchaser may assign its rights hereunder (provided, that the Purchaser may not so assign any of such rights to any competitor of the Company), and the Company may not assign its rights or obligations hereunder without the consent of the Purchaser or any of its successors, assigns, heirs, executors and administrators.

12.5 Entire Agreement. This Agreement, the Transaction Documents and the other documents delivered pursuant hereto and simultaneously herewith constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof and thereof.

12.6 Notices, etc. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered personally, via facsimile, or by a nationally recognized courier service marked for next business day delivery or sent in a sealed envelope by first class mail, postage prepaid and either registered or certified, addressed as follows:

(a) if to the Company:

Mr. Robert Cambridge, Chief Executive Officer
AMHN, Inc.
100 North First Street, Suite 104
Burbank, CA 91502
Phone: (424) 239-6781
Fax: (707) 444-6619

(b) if to the Purchaser:

Ms. Robin Tjon, President
Seatac Digital Resources, Inc.
555 H Street, Suite H
Eureka, CA 95501
Phone: (707) 444-6617
Fax: (707) 444-6619

12.7 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to the holder of the Note upon any breach or default of the Company under this Agreement shall impair any such right, power or remedy of such holder nor shall it be construed to be a waiver of any such breach or default, or an acquiescence, therein, or of or in any similar breach or default thereafter

occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this Agreement must be, made in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any holder, shall be cumulative and not alternative.

12.8 Severability. The invalidity of any provision or portion of a provision of this Agreement shall not affect the validity of any other provision of this Agreement or the remaining portion of the applicable provision. It is the desire and intent of the parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provision shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of such provision in the particular jurisdiction in which such adjudication is made.

12.9 Expenses. Each party shall bear its own expenses and legal fees incurred on its behalf with respect to the negotiation, execution and consummation of the transactions contemplated by this Agreement, and without requiring any documentation therefor, the Company will reimburse the Purchaser $5,000 for all fees and expenses incurred by the Purchaser with respect to the negotiation, execution and consummation of the transactions contemplated by this Agreement and the transactions contemplated hereby and due diligence conducted in connection therewith, including the fees and disbursements of counsel and auditors for the Purchaser. Such reimbursement, if any, shall be paid on the Closing Date by the Company.

12.10 Consent to Jurisdiction; Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE STATE AND COUNTY OF CALIFORNIA FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTION DOCUMENTS. EACH OF THE PARTIES TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY SUCH COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY IN ANY SUCH LEGAL PROCEEDING. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY CONSENTS TO SERVICE OF PROCESS BY NOTICE IN THE MANNER SPECIFIED IN SECTION 12.6 AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION SUCH PARTY MAY NOW OR HEREAFTER HAVE TO SERVICE OF PROCESS IN SUCH MANNER.

12.11 Titles and Subtitles. The titles of the articles, sections and subsections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

12.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

12.13 Disclosure Schedules. The representations and warranties of the Company set forth in this Agreement are made and given subject to disclosures contained in (a) the schedules attached to this agreement (collectively, the “Disclosure Schedules”), and (b) where specifically referenced by the

particular representation or warranty, the SEC Documents. The Company will not be, nor will it be deemed to be, in any breach of any such representations or warranties in connection with any such matter so disclosed in the Disclosure Schedules or in the SEC Documents, provided that such representation or warranty made specific reference to the SEC Documents. Where only brief particulars of a matter are set out or referred to in the Disclosure Schedules, or a reference is made only to a particular part of a disclosed document, full particulars of the matter and the full contents of the document are deemed to be disclosed. Inclusion of information in the Disclosure Schedules will not be construed as an admission that such information is material to the business, operations or condition (financial or otherwise) of the Company, taken as a whole, or as an admission of liability or obligation of the Company to any third party. The specific disclosures set forth in the Disclosure Schedules have been organized to correspond to section references in this Agreement to which the disclosure may be most likely to relate, together with appropriate cross references when disclosure is applicable to other sections of this Agreement; provided, however, that any disclosure in the Disclosure Schedules will apply to and will be deemed to be disclosed for the purposes of this Agreement generally. In the event that there is any inconsistency between this Agreement and matters disclosed in the Disclosure Schedules, information contained in the Disclosure Schedules will prevail and will be deemed to be the relevant disclosure.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have duly executed this Note Purchase Agreement, as of the day and year first above written.

COMPANY:

AMHN, INC.

/s/ Robert Cambridge
Robert Cambridge
Chief Executive Officer

PURCHASER:

SEATAC DIGITAL RESOURCES, INC.

/s/ Robin Tjon
Robin Tjon
President

EXHIBIT A

FORM OF NOTE

EXHIBIT B

FORM OF SECURITY AGREEMENT

EXHIBIT C

FORM OF STOCK PLEDGE AND ESCROW AGREEMENT

EXHIBIT D

FORM OF GUARANTY AGREEMENT

EXHIBIT E

FORM OF GUARANTOR SECURITY AGREEMENT

EXHIBIT F

FORM OF CONFIRMATORY ASSIGNMENTS OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

SCHEDULE 3.04

CAPITALIZATION ISSUES

NONE.

SCHEDULE 3.14

INDEBTEDNESS AND OTHER CONTRACTS

NONE.

SCHEDULE 3.20

EMPLOYEE RELATION ISSUES

NONE.

SCHEDULE 3.22

INTELLECTUAL PROPERTY RIGHTS

If no patents, copyrights, or trademarks exist, this schedule specifically includes all intellectual properties owned by the Company and its Subsidiary which may have not been registered at the time of this Assignment including all currently owned and/or to be acquired programming segments and any and all items currently owned and/or to be acquired by the Company or its Subsidiary relating to its video library.

SCHEDULE 3.27

MATERIAL CONTRACTS

NONE.

SCHEDULE 5.4(l)

WAIVERS REQUIRED

NONE.

Exhibit 10.02

THIS SECURED PROMISSORY NOTE HAS BEEN ACQUIRED FOR INVESTMENT PURPOSES ONLY AND NOT FOR DISTRIBUTION AND MAY BE TRANSFERRED OR OTHERWISE DISPOSED OF ONLY IN COMPLIANCE WITH THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"). THIS LEGEND SHALL BE ENDORSED UPON ANY PROMISSORY NOTE ISSUED IN EXCHANGE FOR THIS SECURED PROMISSORY NOTE.

AMHN, INC.

SECURED PROMISSORY NOTE

Due on Demand

Burbank, California $487,532.00
December 16, 2010

FOR VALUE RECEIVED, upon the terms and subject to the conditions set forth in this secured promissory note (this "Note"), AMHN, INC., a Nevada corporation with its principal place of business at 100 North First Street, Suite 104, Burbank, California 91502 (the "Company"), absolutely and unconditionally promises to pay to the order of SEATAC DIGITAL RESOURCES, INC. (the "Payee" or "Holder"), upon demand and due presentation of this Note (the "Maturity Date"), the principal base amount of FOUR HUNDRED EIGHTY-SEVEN THOUSAND FIVE HUNDRED THIRTY-TWO DOLLARS ($487,532) ("Principal Base Amount"), plus any and all additional advances made to the Company as recorded on Exhibit 1 attached hereto ("Aggregated Principal Amount"), together with accrued interest as hereinafter provided on the outstanding Aggregated Principal Amount remaining unpaid from time to time. This Note is issued in connection with a certain Note Purchase Agreement, of even date herewith, between the Company and the Holder (the "Note Purchase Agreement"), all terms of which are incorporated herein by this reference and hereby made a part of this Note. Capitalized terms not defined herein shall have the meanings ascribed to them in the Note Purchase Agreement. By its acceptance of this Note, the Holder agrees to be bound by the terms of the Note Purchase Agreement.

ARTICLE I
PAYMENT OF PRINCIPAL AND INTEREST; METHOD OF PAYMENT

1.1 Payment of Principal. Payment of the Aggregated Principal Amount of this Note (and any interest accrued thereon) shall be made in U.S. dollars in immediately available funds. This Note may be prepaid at any time so long as the Aggregated Principal Amount and interest due through the Maturity Date of the Note are paid.

1.2 Payment of Interest. Simple interest shall accrue on the unpaid portion of the Aggregated Principal Amount from time to time outstanding at the rate of four percent (4%) per annum (the "Stated Interest Rate"), and become payable to the Payee on the Maturity Date. Interest shall be paid in U.S. dollars in immediately available funds.

1.3 Payment on Non-Business Days. If the outstanding Aggregated Principal Amount and accrued but unpaid interest under this Note becomes due and payable on a Saturday, Sunday or public holiday under the laws of the State of California, the due date hereof shall be extended to the next succeeding full business day and interest shall be payable at the rate of four (4%) percent per annum during such extension. All payments received by the Holder shall be applied first to the payment of all accrued interest payable hereunder.

1.4 Late Fee. In the event any payment of the Aggregated Principal Amount or interest or both shall remain unpaid for a period of ten (10) days or more after the due date thereof, a one-time late charge equivalent to six percent (6%) of each unpaid amount shall be charged.

1.5 Adjustment of Stated Interest Rate.

(a) After an Event of Default, the Stated Interest Rate shall be adjusted to a rate of ten percent (10%) per annum, subject to the limitations of applicable law.

(b) Regardless of any other provision of this Note or other Transaction Document, if for any reason the interest paid should exceed the maximum lawful interest, the interest paid shall be deemed reduced to, and shall be, such maximum lawful interest, and (i) the amount which would be excessive interest shall be deemed applied to the reduction of the Aggregated Principal Amount of this Note and not to the payment of interest, and (ii) if the loan evidenced by this Note has been or is thereby paid in full, the excess shall be returned to the party paying same, such application to the Aggregated Principal Amount of this Note or the refunding of excess to be a complete settlement and a quittance thereof.

ARTICLE II
SECURITY

The obligations of the Company under this Note are secured pursuant to a security interests on assets, tangible and intangible, of the Company granted by the Company to the Holder pursuant to a security agreement of even date herewith and a stock pledge agreement referred to in the Note Purchase Agreement. In addition, Spectrum Health Network, Inc., a Delaware corporation, a subsidiary of the Company (“Subsidiary”), has executed in favor of the Holder a certain guaranty agreement, dated of even date herewith, guaranteeing the full and unconditional payment when due of the amounts payable by the Company to the Holder pursuant to the terms of this Note. The obligations of the Subsidiary under its guaranty agreement are secured pursuant to security interests in the assets, tangible and intangible, of the Subsidiary granted by the Subsidiary to the Holder pursuant to a security agreement of even date herewith referred to in the Note Purchase Agreement.

ARTICLE III
MISCELLANEOUS

3.1 Default. Upon the occurrence of any one or more of the Events of Default specified or referred to in the Note Purchase Agreement all amounts then remaining unpaid on

this Note may be declared to be immediately due and payable as provided in the Note Purchase Agreement.

3.2 Collection Costs. Should all or any part of the indebtedness represented by this Note be collected by action at law, or in bankruptcy, insolvency, receivership or other court proceedings, or should this Note be placed in the hands of attorneys for collection after default, the Company hereby promises to pay to the Holder, upon demand by the Holder at any time, in addition to the outstanding Aggregated Principal Amount and all (if any) other amounts payable on or in respect of this Note, all court costs and reasonable attorneys' fees and other collection charges and expenses incurred or sustained by the Holder.

3.3 Rights Cumulative. The rights, powers and remedies given to the Payee under this Note shall be in addition to all rights, powers and remedies given to it by virtue of the Note Purchase Agreement, any document or instrument executed in connection therewith, or any statute or rule of law.

3.4 No Waivers. Any forbearance, failure or delay by the Payee in exercising any right, power or remedy under this Note, the Note Purchase Agreement, any documents or instruments executed in connection therewith or otherwise available to the Payee shall not be deemed to be a waiver of such right, power or remedy, nor shall any single or partial exercise of any right, power or remedy preclude the further exercise thereof.

3.5 Amendments in Writing. No modification or waiver of any provision of this Note, the Note Purchase Agreement or any documents or instruments executed in connection therewith shall be effective unless it shall be in writing and signed by both parties, and any such modification or waiver shall apply only in the specific instance for which given.

3.6 Governing Law. This Note and the rights and obligations of the parties hereto, shall be governed, construed and interpreted according to the laws of the State of California, wherein it was negotiated and executed. IN ANY LAWSUIT IN CONNECTION WITH THIS NOTE, THE UNDERSIGNED CONSENTS AND AGREES THAT THE STATE AND FEDERAL COURTS WHICH SIT IN THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES SHALL HAVE EXCLUSIVE JURISDICTION OF ALL CONTROVERSIES AND DISPUTES ARISING HEREUNDER. THE COMPANY WAIVES THE RIGHT IN ANY LITIGATION ARISING HEREUNDER WITH THE PAYEE (WHETHER OR NOT ARISING OUT OF OR RELATING TO THIS NOTE) TO TRIAL BY JURY.

3.7 Successors. The term "Payee" and "Holder" as used herein shall be deemed to include the Payee and its successors, endorsees and assigns.

3.8 Notices. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered either personally or by a nationally recognized courier service marked for next business day delivery or sent in a sealed envelope by first class mail, postage prepaid and either registered or certified, addressed as follows:

(a) if to the Company:

Mr. Robert Cambridge, Chief Executive Officer
AMHN, Inc.
100 North First Street, Suite 104
Burbank, CA 91502
Phone: (424) 239-6781
Fax: (707) 444-6619

(b) if to the Holder:

Ms. Robin Tjon, President
Seatac Digital Resources, Inc.
555 H Street, Suite G
Eureka, CA 95501
Phone: (707) 444-6617
Fax: (707) 444-6619
(or at such other address as the Holder may have furnished in writing to the Company)

3.9 Certain Waivers. The Company hereby irrevocably waives notice of acceptance, presentment, notice of nonpayment, protest, notice of protest, suit and all other conditions precedent in connection with the delivery, acceptance, collection and/or enforcement of this Note or any collateral or security therefor. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any claim, action or proceeding that may be brought by any Purchaser in order to enforce any right or remedy under any Transaction Document.

3.10 Mutilated, Lost, Stolen or Destroyed Notes. In case this Note shall be mutilated, lost, stolen or destroyed, the Company shall issue and deliver in exchange and substitution for and upon cancellation of the mutilated Note, or in lieu of and substitution for the Note, mutilated, lost, stolen or destroyed, a new Note of like tenor and representing an equivalent right or interest, but only upon receipt of evidence satisfactory to the Company of such loss, theft or destruction and an indemnity, if requested, also satisfactory to it.

3.11 Transfer and Assignment. The Holder may transfer or assign this Note without the consent of the Company. The Company may not transfer or assign this Note or its obligations hereunder without the consent of the Holder.

3.12 Issue Taxes. The Company shall pay any and all issue and other taxes, excluding federal, state or local income taxes, that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of this Note pursuant thereto; provided, however, that the Company shall not be obligated to pay any transfer taxes resulting from any transfer requested by any holder in connection with any such conversion.

3.13 No Rights as Shareholder. Nothing contained in this Note shall be construed as conferring upon the Payee, prior to the conversion of this Note, the right to vote or to receive dividends or to consent or to receive notice as a shareholder in respect of any meeting of shareholders for the election of directors of the Company or of any other matter, or any other rights as a shareholder of the Company.

3.14 No Conflict with Bylaws. The Company asserts that nothing contained in this Note conflicts with the Company's bylaws.

(Signature page follows)

IN WITNESS WHEREOF, AMHN, Inc. has caused this Note to be signed by its Chief Executive Officer and to be dated the day and year first above written.

AMHN, INC.

By: /s/ Robert Cambridge
Robert Cambridge
Chief Executive Officer

EXHIBIT 1

AGGREGATED PRINCIPAL AMOUNT

Date of Advance	Amount of Advance
July 1, 2010	$ 5,000.00
July 31, 2010	$ 480,465.28
August 9, 2010	$ 2,066.11

ANNEX I

Assignment

For value received, the undersigned hereby assigns subject to the provisions of Section 12.4 of that certain Note Purchase Agreement, dated as of December 17, 2010, of AMHN, Inc., a Nevada corporation (the "Company"), as may be amended or modified from time to time, to $ Aggregated Principal Amount of and $ in accrued but unpaid interest under the Secured Promissory Note due on demand evidenced hereby and hereby irrevocably appoints attorney to transfer the Note (or such portion thereof) on the books of the within named corporation with full power of substitution in the premises.

Dated:

In the presence of:

____

Exhibit 10.03

STOCK PLEDGE AND ESCROW AGREEMENT

THIS STOCK PLEDGE AND ESCROW AGREEMENT (this "Agreement"), dated as of December 16, 2010, is made by and between AMHN, INC., a Nevada corporation, ("Pledgor"), and SEATAC DIGITAL RESOURCES, INC., a Delaware corporation ("Seatac"). All capitalized terms used herein without definitions shall have the respective meanings ascribed to them in the Note Purchase Agreement of even date herewith by and between Seatac and Pledgor (the "Note Purchase Agreement").

RECITALS

A. Pledgor is the legal and beneficial owner of the Pledged Interests (as hereinafter defined) hereby pledged by Pledgor.

B. Pursuant to a Note Purchase Agreement and a Secured Promissory Note due on demand issued by Pledgor to Seatac (as amended or modified from time to time, the "Note"), Seatac has made an $487,532 loan (the "Loan") to Pledgor.

C. In order to secure the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of the Note and to secure all of the Company's Obligations (as hereinafter defined) to Seatac, the Pledgor has agreed to irrevocably pledge to Seatac the Pledged Interests (as hereinafter defined).

D. It is a condition precedent to Seatac making the Loan that Pledgor execute and deliver to Seatac a stock pledge and escrow agreement in the form hereof. This is the Stock Pledge and Escrow Agreement referred to in the Note Purchase Agreement.

AGREEMENTS

In consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor hereby agrees with Seatac, as follows:

1. Defined Terms. All terms defined in the Uniform Commercial Code in effect from time to time in the State and used herein shall have the same definitions herein as specified therein; provided, however, if a term is defined in Article 9 of the Uniform Commercial Code of the State differently than in another Article of the Uniform Commercial Code of the State, the term has the meaning specified in Article 9. As used herein, the following terms have the following meanings:

"Code" means the Uniform Commercial Code from time to time in effect in the State.

"Collateral" means the Pledged Interests and all Proceeds.

"Issuer" means each issuer of Pledged Interests listed on Schedule 1 hereto.

"Obligations" shall mean (a) the principal of, and interest on, the Note, and any renewal, extension or refinancing thereof; (b) all debts, liabilities, obligations, covenants and agreements of Pledgor contained in the Transaction Documents; and (c) any and all other debts, liabilities and obligations of Pledgor to Seatac.

"Pledged Interests" means the membership interests, shares of capital stock or other equity interests listed on Schedule 1 hereto, together with all membership or stock certificates, options or

rights of any nature whatsoever that may be issued or granted by Issuer to Pledgor in respect of the Pledged Interests while this Agreement is in effect.

"Proceeds" means all "proceeds" as such term is defined in Section 9-102 of the Code and shall include, without limitation, all dividends or other income from the Pledged Interests, collections thereon, or distributions with respect thereto.

"Securities Act" means the Securities Act of 1933, as amended.

"State" means the State of California.

2. Pledge; Grant of Security Interest. Pledgor hereby grants to Seatac a first priority security interest in the Collateral as security for the prompt and complete performance of all of the Obligations. Pledgor hereby asserts that this Agreement is not in conflict with the bylaws of the Company.

3. Escrow of Pledged Interests. Simultaneously with the execution of the Transaction Documents, the Pledgor hereby delivers to Smith & Associates ("the Escrow Agent") certificates representing the Pledged Interests, together with duly executed stock powers or other appropriate transfer documents executed in blank by the Pledgor. Such stock certificates shall be held by the Escrow Agent until released pursuant to the terms of Section 4 below.

4. Release of Pledged Interests from Escrow. Upon the payment of all amounts due to Seatac under the Note in accordance with its terms, Seatac and Pledgor shall jointly notify the Escrow Agent to such effect in writing. Upon receipt of such written notice, the Escrow Agent shall return to the Pledgor the certificates representing the Pledged Interests, whereupon any and all rights of Seatac in the Pledged Interests shall be terminated. Notwithstanding anything to the contrary contained herein, upon the payment of all amounts due to Seatac under the Note in accordance with its terms, Seatac's security interest and rights in and to the Pledged Interests shall terminate.

5. Concerning the Escrow Agent.

(a) Disputes. If any dispute arises with respect to the Pledged Interests or this Agreement, or if any disagreements arise among the parties hereto with respect to the interpretation of this Agreement, or concerning their rights and obligations hereunder, or the propriety of any action contemplated by the Escrow Agent hereunder, or if the Escrow Agent in good faith is in doubt what action should be taken hereunder, the Escrow Agent shall not be obligated to resolve the dispute or disagreement or to release the Pledged Interests, but may commence an action in the nature of an interpleader and seek to deposit the Pledged Interests with a court of competent jurisdiction, and thereby be discharged from any further duty or obligation with respect to the Pledged Interests. Upon the interpleader action being properly brought, all parties being joined and the Pledged Interests being deposited with the court, the Escrow Agent shall be discharged from any obligations accruing thereafter with respect to the Pledged Interests. The Escrow Agent, in its sole discretion, may, in lieu of filing such action in interpleader, elect to cease performance under this Agreement in connection with any instruction or notice received regarding the release of the Pledged Interests until the Escrow Agent has received: (a) a written notice of resolution of such dispute or disagreement signed by the parties to such dispute or disagreement, or (b) a certified copy of a final judgment of a court of competent jurisdiction, provided, however, that a certified copy of a final judgment shall serve as a valid determination only if the time for appeal has expired and no appeal has been perfected or all appeals have been exhausted or no right of appeal exists.

(b) Extent of Duties of Escrow Agent.

(i) The Escrow Agent shall be responsible only for performance of its duties as specified in this Agreement, and no implied covenants, duties or obligations shall bind or be enforceable against the Escrow Agent. The Escrow Agent shall not be liable to any person or entity for any act or failure to act unless due to the Escrow Agent's willful misconduct.

(ii) Subject to Section 5(b)(i) hereof, the Escrow Agent shall not be liable for any action taken or omitted by it, or any action suffered by it to be taken or administered in good faith and in the exercise of its own best judgment, and may rely conclusively and shall be protected in acting in good faith upon any order, notice, demand, certificate, advice of counsel (including counsel selected by the Escrow Agent), statement, instrument, report or other document (not only as to its due execution and the validity and effectiveness thereof, but also as to the truth and acceptability of any information therein contained) which is reasonably believed by the Escrow Agent to be genuine and to be signed by the proper person or persons.

(iii) Pledgor and Seatac shall indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, damages, losses, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement, including but not limited to any and all damages, costs, losses and other expenses, including reasonable attorneys' fees and expenses, resulting from or arising in connection with any action, suit, or proceeding incident to the Escrow Agent's acting as such hereunder, unless such action, suit or proceeding relates to the Escrow Agent's willful misconduct.

(c) Conflict Waiver. THE PLEDGOR HEREBY ACKNOWLEDGES THAT THE ESCROW AGENT IS ACTING AS LEGAL COUNSEL TO SEATAC IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED AND REFERRED TO HEREIN. THE PLEDGOR AGREES THAT IN THE EVENT OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ANY TRANSACTION OR AGREEMENT CONTEMPLATED AND REFERRED TO HEREIN, THE ESCROW AGENT SHALL BE PERMITTED TO CONTINUE TO REPRESENT SEATAC AND THE PLEDGOR WILL NOT SEEK TO DISQUALIFY SUCH COUNSEL AND WAIVES ANY OBJECTION PLEDGOR MIGHT HAVE WITH RESPECT TO THE ESCROW AGENT ACTING AS THE ESCROW AGENT PURSUANT TO THIS AGREEMENT AND LEGAL COUNSEL TO SEATAC.

6. Representations and Warranties. Pledgor represents and warrants that:

(a) all the shares of such Pledged Interests have been duly and validly issued and are fully paid and nonassessable;

(b) Pledgor is the record and beneficial owner of, and has good and marketable title to, such Pledged Interests, free of any and all liens or options in favor of, or claims of, any other person, except the security interest created by this Agreement; and

(c) upon either (i) the delivery to Seatac of the stock or membership interest certificates evidencing such Pledged Interests and the stock or membership interest powers or (ii) the filing of a financing statement listing Pledgor as debtor and Seatac as secured party and describing the Collateral, the security interest created by this Agreement will constitute a valid, perfected first priority security interest in the Collateral granted by Pledgor, enforceable in accordance with its terms against all creditors of Pledgor and any persons purporting to purchase any Collateral from Pledgor, except as

affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing.

7. Covenants. Pledgor covenants and agrees with Seatac that, from and after the date of this Agreement until the Obligations are performed in full:

(a) If Pledgor shall, as a result of its ownership of any Pledged Interests, become entitled to receive or shall receive any stock or membership interest certificate (including, without limitation, any certificate representing a stock or membership interest dividend or a distribution in connection with any reclassification, increase or reduction of capital or any certificate issued in connection with any reorganization), option or rights, whether in addition to, in substitution of, as a conversion of, or in exchange for any shares of any Pledged Interests, or otherwise in respect thereof, Pledgor shall accept the same as the agent of Seatac, hold the same in trust for Seatac and deliver the same forthwith to Seatac in the exact form received, duly indorsed by Pledgor to Seatac, if required, together with an undated stock or membership interest power covering such certificate duly executed in blank by Pledgor, to be held by Seatac, subject to the terms hereof, as additional collateral security for the Obligations of Pledgor. Any property distributed to Pledgor upon or in respect of any Pledged Interests upon the liquidation, dissolution, recapitalization or reorganization of an Issuer, shall be delivered to Seatac as additional collateral security for the Obligations of Pledgor. If any property distributed in respect of any Pledged Interests shall be received by Pledgor while an Event of Default exists, Pledgor shall, until such property is delivered to Seatac, hold the property in trust for Seatac, segregated from other property of Pledgor, as additional collateral security for the Obligations of Pledgor.

(b) Without the prior written consent of Seatac, Pledgor shall not vote to enable, or take any other action to permit, an Issuer to issue any stock or membership interest or other equity securities of any nature or to issue any other securities convertible into or granting the right to purchase or exchange for any stock or membership interest or other equity securities of any nature of an Issuer, sell, assign, transfer, exchange, or otherwise dispose of, or grant any option with respect to, the Collateral, or create, incur or permit to exist any lien or option in favor of, or any claim of any person with respect to, any of the Collateral, or any interest therein, except for Pledgor and except for the security interests created by this Agreement. Pledgor will defend the right, title and interest of Seatac in and to the Collateral against the claims and demands of all persons whomsoever.

(c) At any time and from time to time, upon the written request of Seatac to Pledgor, and at its sole expense, Pledgor will promptly and duly execute and deliver such further instruments and documents and take such further actions as Seatac may reasonably request for the purposes of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note, other instrument or chattel paper, such note, instrument or chattel paper shall be immediately delivered to Seatac, duly endorsed in a manner satisfactory to Seatac, to be held as Collateral pursuant to this Agreement.

(d) Pledgor shall pay, and save Seatac harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral granted by Pledgor or in connection with any of the transactions contemplated by this Agreement.

(e) Pledgor covenants and agrees to comply with the requirements set forth in Articles VII and VIII of the Note Purchase Agreement.

8. Voting Rights. Unless an Event of Default shall have occurred and be continuing, and written notice that Seatac intends to exercise voting rights is given to Pledgor by Seatac, Pledgor shall be permitted to exercise all voting and related rights with respect to such Pledged Interests; provided, however, that no vote shall be cast or related right exercised or other action taken which, in the reasonable judgment of Seatac, would impair the Collateral or which would be inconsistent with or result in any violation of any provision of this Agreement.

9. Rights of Seatac. If an Event of Default shall occur and be continuing, Seatac shall have the right to have any or all shares of Pledged Interests registered in its name or the name of its nominee, and Seatac or its nominee may thereafter exercise all voting, related and other rights pertaining to such Pledged Interests at any meeting of members or shareholders of an Issuer or otherwise and any and all rights of conversion, exchange, subscription and any other rights, privileges or options pertaining to such Pledged Interests as if it were the absolute owner thereof (including, without limitation, the right to exchange at its discretion any and all of the Pledged Interests upon the merger, consolidation, reorganization, recapitalization or other fundamental change in the corporate or limited liability company structure of an Issuer, or upon the exercise by Pledgor or Seatac of any right, privilege or option pertaining to such Pledged Interests, and in connection therewith, the right to deposit and deliver any and all of such Pledged Interests with any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as Seatac may determine).

The rights of Seatac hereunder shall not be conditioned or contingent upon the pursuit by Seatac of any right or remedy against an Issuer or any obligor or against any other person which may be or become liable in respect of all or any part of the Obligations or against any collateral security therefor, guarantee thereof or right of offset with respect thereto. Seatac shall not be liable for any failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so, nor shall Seatac be under any obligation to sell or otherwise dispose of any Collateral upon the request of Pledgor or any other person or to take any other action whatsoever with regard to the Collateral or any part thereof.

10. Remedies; Sale Proceeds.

(a) If an Event of Default shall occur and be continuing, Seatac may exercise, in addition to all other rights and remedies granted in this Agreement, all rights and remedies of a secured party under the Code as Seatac deems advisable**.** Without limiting the generality of the foregoing, Seatac, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon Pledgor, an Issuer, any obligor or any other person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, in the over-the-counter market, at any exchange, broker's board or office of Seatac or elsewhere upon such terms and conditions as it may deem advisable and at such prices as are commercially reasonable, for cash or on credit or for future delivery without assumption of any credit risk.

Seatac shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in Pledgor, which right or equity is hereby waived or released. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

(b) Seatac shall apply any Proceeds from time to time held by it and the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all costs and expenses of every kind incurred in respect thereof or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of Seatac hereunder, including, without limitation, attorneys' fees and disbursements of counsel (including in-house counsel) to Seatac, to the payment in whole or in part of the Obligations, as Seatac may otherwise decide, and only after such application and after the payment by Seatac of any other amount required by any provision of law, including, without limitation, Section 9-615(4)(a) of the Code, need Seatac account for the surplus, if any, to Pledgor. To the extent permitted by applicable law, Pledgor waives all claims, damages and demands it may acquire against Seatac arising out of the exercise by it of any rights hereunder, except such claims and damages arising out of the gross negligence or willful misconduct of Seatac. Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of Collateral are insufficient to pay the Obligations of Pledgor and the fees and disbursements of any attorneys employed by Seatac to collect such deficiency.

11. Private Sales.

(a) Pledgor recognizes that Seatac may be unable to effect a public sale of any or all the Pledged Interests, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws or otherwise, and may be compelled to resort to one or more private sales thereof to a restricted group of purchasers which will be obliged to agree, among other things, to acquire such securities for their own account for investment and not with a view to the distribution or resale thereof. Pledgor acknowledges and agrees that any such private sale may result in prices and other terms less favorable than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such private sale. Seatac shall be under no obligation to delay a sale of any of the Pledged Interests for the period of time necessary to permit the applicable Issuer thereof to register such securities for public sale under the Securities Act, or under applicable state securities laws, even if such Issuer would agree to do so.

(b) Pledgor further agrees to use its best efforts to do or cause to be done all such other acts as may be necessary to make such sale or sales of all or any portion of the Pledged Interests pursuant to this section valid and binding and in compliance with any and all other applicable requirements of law, except that Pledgor shall not be obligated to register the Pledged Interests under state or federal securities laws. Pledgor further agrees that a breach of any of the covenants contained in this Section will cause irreparable injury to Seatac, that Seatac has no adequate remedy at law in respect of such breach and, as a consequence, that each and every covenant contained in this Section 9 shall be specifically enforceable against Pledgor, and Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that no Event of Default has occurred.

12. Irrevocable Authorization and Instruction to Issuer. Pledgor hereby authorizes and instructs each Issuer of its Pledged Interests to comply with any instruction received by it from Seatac in writing that (a) states that an Event of Default exists and (b) is otherwise in accordance with the terms of this Agreement, without any other or further instructions from Pledgor, and Pledgor agrees that Issuer shall be fully protected in so complying.

13. Seatac's Appointment as Attorney-in-Fact. Pledgor hereby irrevocably constitutes and appoints Seatac and any officer or agent of Seatac, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Pledgor and in the name of Pledgor or in the name of Seatac, from time to time in the discretion of Seatac so long as an

Event of Default exists, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, including, without limitation, any financing statements, endorsements, assignments or other instruments of transfer.

Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done pursuant to the power of attorney granted in this Section 13. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until the Obligations are performed in full.

14. Duty of Seatac. The sole duty of Seatac with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as Seatac deals with similar securities and property for its own account. Neither Seatac nor any of its directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Pledgor or any other person or to take any other action whatsoever with regard to the Collateral or any part thereof.

15. Filing Financing Statements. Pledgor authorizes Seatac to file financing statements with respect to the Collateral without the signature of Pledgor in such form and in such filing offices as Seatac reasonably determines appropriate to perfect the security interests of Seatac under this Agreement.

16. Notices. All notices, requests and demands to or upon Seatac, Pledgor or Issuer (to be delivered care of the Pledgor) to be effective shall be delivered in the manner set forth in Section 12.6 of the Note Purchase Agreement.

17. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

18. Amendments in Writing; No Waiver; Cumulative Remedies. Seatac shall not by any act (except by a written instrument signed by Seatac), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of Seatac, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by Seatac of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which Seatac would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

19. Section Headings. The section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

20. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of Pledgor and shall inure to the benefit of Seatac and their successors and assigns.

21. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE

STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW PROVISIONS.

22. Consent to Jurisdiction and Venue. All actions or proceedings brought against Pledgor with respect to this Agreement may be brought only in courts of the State of California located in Los Angeles County and Pledgor consents to the jurisdiction of such courts. Pledgor waives any objection it may now or hereafter have to the venue of any such court and any right it may have now or hereafter have to claim that any such action or proceeding is in an inconvenient court.

23. WAIVER OF RIGHT TO JURY TRIAL. PLEDGOR AND SEATAC ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS PLEDGE AGREEMENT WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, PLEDGOR AND SEATAC AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

(Signature page follows)

IN WITNESS WHEREOF, the undersigned has caused this Pledge and Escrow Agreement to be duly executed and delivered as of the date first above written.

AMHN, INC.

By: /s/ Robert Cambridge
Robert Cambridge, Chief Executive Officer

SEATAC DIGITAL RESOURCES, INC.

By: /s/ Robin Tjon
Robin Tjon, President

Accepted and Agreed by:

ESCROW AGENT:
SMITH & ASSOCIATES

/s/ John Holt Smith
John Holt Smith

Signature Page to Pledge Agreement

SCHEDULE 1
TO PLEDGE AGREEMENT

DESCRIPTION OF PLEDGED INTERESTS

Issuer	Class of Interest	Stock Certificate No(s).	No. of Shares Pledged
Spectrum Health Network, Inc.	Common Stock	2	1,000

ACKNOWLEDGMENT AND CONSENT

The undersigned is the Issuer referred to in the foregoing Stock Pledge and Escrow Agreement and hereby acknowledges receipt of a copy of the Stock Pledge and Escrow Agreement, dated as of December 16, 2010, made by Pledgor (as defined therein) in favor of Seatac (as defined therein) (as amended, supplemented or otherwise modified from time to time, the "Pledge Agreement"). The undersigned agrees for the benefit of Seatac as follows:

1. The undersigned will be bound by the terms of the Pledge Agreement and will comply with such terms insofar as such terms are applicable to the undersigned.

2. The undersigned will notify Seatac promptly in writing of the occurrence of any of the events described in paragraph 5(a) of the Pledge Agreement.

SPECTRUM HEALTH NETWORK, INC.

By: /s/ Jill Rollo
Jill Rollo, President

Acknowledgment and Consent to Pledge Agreement

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Security Agreement") is made as of December 16, 2010 by and between AMHN, INC., a Nevada corporation ("Debtor"), and SEATAC DIGITAL RESOURCES, INC., a Delaware corporation ("Seatac").

RECITALS

A. Pursuant to a Note Purchase Agreement of even date herewith by and between Seatac and Debtor (as amended or modified from time to time, the "Note Purchase Agreement") and a Secured Promissory Note due on demand issued by Debtor to Seatac (as amended or modified from time to time, the "Note"), Seatac has made a $487,532 loan (the "Loan") to Debtor.

B. It is a condition precedent to Seatac making the Loan that Debtor execute and deliver to Seatac a security agreement in the form hereof. This is the Security Agreement referred to in the Note Purchase Agreement.

AGREEMENTS

In consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees with Seatac as follows:

ARTICLE I
DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the Note Purchase Agreement. Terms not otherwise defined herein and defined in the UCC shall have, unless the context otherwise requires, the meanings set forth in the UCC as in effect on the date hereof (except that the term "document" shall only have the meaning set forth in the UCC for purposes of clause (d) of the definition of Collateral). When used in this Security Agreement, the following terms shall have the following meanings:

Accounts. "Accounts" shall mean all accounts relative to the Company's Subsidiary, Spectrum Health Network, Inc., a Delaware corporation ("Spectrum"), including without limitation all rights to payment for goods sold or services rendered that are not evidenced by instruments or chattel paper, whether or not earned by performance, and any associated rights thereto.

Collateral. "Collateral" shall mean all personal properties and assets of Debtor relative to Spectrum, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired or arising, including without limitation:

(a) all Inventory and documents relating to Inventory;

(b) all Accounts and documents relating to Accounts;

(c) all equipment, fixtures and other goods, including without limitation machinery, furniture, vehicles and trade fixtures;

(d) all general intangibles (including without limitation payment intangibles, software, customer lists, sales records and other business records, contract rights, causes of action, and

licenses, permits, franchises, patents, copyrights, trademarks, and goodwill of the business in which the trademark is used, trade names, or rights to any of the foregoing), promissory notes, contract rights, chattel paper, documents, letter-of-credit rights and instruments;

(e) all motor vehicles;

(f) (i) all deposit accounts and (ii) all cash and cash equivalents deposited with or delivered to Seatac from time to time and pledged as additional security for the Obligations;

(g) all investment property;

(h) all commercial tort claims; and

(i) all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, and all supporting obligations, proceeds and products of, any and all of the foregoing assets described in Sections (a) through (h), inclusive, above.

Event of Default. "Event of Default" shall have the meaning specified in the Note Purchase Agreement.

Inventory. "Inventory" shall mean all inventory of Spectrum, including without limitation all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials used or consumed in Debtor's business, including, without limitation, goods in transit, wheresoever located, whether now owned or hereafter acquired by Debtor, and shall include such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor.

Obligations. "Obligations" shall mean (a) the principal of, and interest on, the Note, and any renewal, extension or refinancing thereof; (b) all debts, liabilities, obligations, covenants and agreements of Debtor contained in the Transaction Documents; and (c) any and all other debts, liabilities and obligations of Debtor to Seatac.

Person. "Person" shall mean and include an individual, partnership, corporation, trust, unincorporated association and any unit, department or agency of government.

Security Agreement. "Security Agreement" shall mean this Security Agreement, together with the schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

Security Interest. "Security Interest" shall mean the security interest of Seatac in the Collateral granted by Debtor pursuant to this Security Agreement.

UCC. "UCC" shall mean the Uniform Commercial Code as adopted in California and in effect from time to time.

ARTICLE II
THE SECURITY INTEREST; REPRESENTATIONS AND WARRANTIES

2.1 The Security Interest. To secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, Debtor hereby grants to Seatac a security interest in all of Debtor's right, title and interest in and to the Collateral.

2.2 Representations and Warranties. Debtor hereby represents and warrants to Seatac that:

(a) The records of Debtor with respect to the Collateral are presently located only at the address(es) listed on Schedule 1 attached to this Security Agreement.

(b) The Collateral is presently located only at the location(s) listed on Schedule 1 attached to this Security Agreement.

(c) The chief executive office and chief place(s) of business of Debtor are presently located at the address(es) listed on Schedule 1 to this Security Agreement.

(d) Debtor is a Nevada corporation and its exact legal name is set forth in the definition of "Debtor" in the introductory paragraph of this Security Agreement. The organization identification number of Debtor is listed on Schedule 1 to this Security Agreement.

(e) All of Debtor's present patents and trademarks relative to Spectrum, if any, including those which have been registered with, or for which an application for registration has been filed in, the United States Patent and Trademark Office are listed on Schedule 2 attached to this Security Agreement. All of Debtor's present copyrights relative to Spectrum registered with, or for which an application for registration has been filed in, the United States Copyright Office or any similar office or agency of any state or any other country are listed on Schedule 2 attached to this Security Agreement.

(f) Debtor has good title to, or valid leasehold interest in, all of the Collateral and there are no Liens on any of the Collateral except Permitted Liens.

2.3 Authorization to File Financing Statements. Debtor hereby irrevocably authorizes Seatac at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Spectrum or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such other jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency of filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any state or federal organization identification number issued to Debtor. Debtor agrees to furnish any such information to Seatac promptly upon request. Debtor also ratifies its authorization for Seatac to have filed in any UCC jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

ARTICLE III
AGREEMENTS OF DEBTOR

From and after the date of this Security Agreement, and until all of the Obligations are paid in full, Debtor shall:

3.1 Sale of Collateral. Not sell, lease, transfer or otherwise dispose of Collateral or any interest therein, except as provided for in the Note Purchase Agreement and for sales of Inventory in the ordinary course of business.

3.2 Maintenance of Security Interest.

(a) At the expense of Debtor, defend the Security Interest against any and all claims of any Person adverse to Seatac and take such action and execute such financing statements and other documents as Seatac may from time to time request to maintain the perfected status of the Security Interest. Debtor shall not further encumber or grant a security interest in any of the Collateral except as provided for in the Note Purchase Agreement.

(b) Debtor further agrees to take any other action requested by Seatac to ensure the attachment, perfection and first priority of, and the ability of Seatac to enforce its security interest in any and all of the Collateral including, without limitation, (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that Debtor's signature thereon is required therefor, (ii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Seatac to enforce, its security interest in such Collateral, (iii) taking all actions required by any earlier versions of the UCC (to the extent applicable) or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction, and (iv) obtaining waivers from landlords where any of the tangible Collateral is located in form and substance satisfactory to Seatac.

3.3 Locations. Give Seatac at least thirty (30) days prior written notice of Debtor's intention to relocate the tangible Collateral (other than Inventory in transit) or any of the records relating to the Collateral from the locations listed on Schedule 1 attached to this Security Agreement, in which event Schedule 1 shall be deemed amended to include the new location. Any additional filings or refilings requested by Seatac as a result of any such relocation in order to maintain the Security Interest in the Collateral shall be at Debtor's expense.

3.4 Insurance. Keep the Collateral consisting of tangible personal property insured against loss or damage to the Collateral under a policy or policies covering such risks as are ordinarily insured against by similar businesses, but in any event including fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage and vandalism and malicious mischief endorsements, limited only as may be provided in the standard form of such endorsements at the time in use in the applicable state. Such insurance shall be for amounts not less than the actual replacement cost of the Collateral. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by Seatac. Debtor will obtain lender's loss payable endorsements on applicable insurance policies in favor of Seatac and will provide certificates of such insurance to Seatac. Debtor shall cause each insurer to agree, by endorsement on the policy or policies or certificates of insurance issued by it or by independent instrument furnished to Seatac that such insurer will give thirty (30) days written notice to Seatac before such policy will be altered or canceled. No settlement of any insurance claim shall be made without Seatac's prior consent. In the event of any insured loss, Debtor shall promptly notify Seatac thereof in writing, and Debtor hereby authorizes and directs any insurer concerned to make payment of such loss directly to Seatac as its interest may appear. Seatac is authorized, in the name and on behalf of Debtor, to make proof of loss and to adjust, compromise and collect, in such manner and amounts as it shall determine, all claims under all policies; and Debtor agrees to sign, on demand of Seatac, all receipts, vouchers, releases and other instruments which may be necessary or desirable in aid of this authorization.

The proceeds of any insurance from loss, theft, or damage to the Collateral shall be held in a segregated account established by Seatac and disbursed and applied at the discretion of Seatac, either in reduction of the Obligations or applied toward the repair, restoration or replacement of the Collateral.

3.5 Name; Legal Status. (a) Without providing at least 30 days prior written notice to Seatac, Debtor will not change Spectrum's name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if Debtor does not have an organizational identification number and later obtains one, Debtor shall forthwith notify Seatac of such organizational identification number, and (c) Debtor will not change its type of organization or jurisdiction of organization.

ARTICLE IV
RIGHTS AND REMEDIES

4.1 Right to Cure. In case of failure by Debtor to procure or maintain insurance, or to pay any fees, assessments, charges or taxes arising with respect to the Collateral, Seatac shall have the right, but shall not be obligated, to effect such insurance or pay such fees, assessments, charges or taxes, as the case may be, and, in that event, the cost thereof shall be payable by Debtor to Seatac immediately upon demand, together with interest at an annual rate equal 10% from the date of disbursement by Seatac to the date of payment by Debtor.

4.2 Rights of Parties. Upon the occurrence and during the continuance of an Event of Default, in addition to all the rights and remedies provided in the Transaction Documents or in Article 9 of the UCC and any other applicable law, Seatac may (but is under no obligation so to do):

(a) require Debtor to assemble the Collateral at a place designated by Seatac, which is reasonably convenient to the parties; and

(b) take physical possession of Inventory and other tangible Collateral and of Debtor's records pertaining to all Collateral that are necessary to properly administer and control the Collateral or the handling and collection of Collateral, and sell, lease or otherwise dispose of the Collateral in whole or in part, at public or private sale, on or off the premises of Debtor; and

(c) collect any and all money due or to become due and enforce in Debtor's name all rights with respect to the Collateral; and

(d) settle, adjust or compromise any dispute with respect to any Account; and

(e) receive and open mail addressed to Debtor; and

(f) on behalf of Debtor, endorse checks, notes, drafts, money orders, instruments or other evidences of payment.

4.3 Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, Debtor does hereby constitute and appoint Seatac as Debtor's true and lawful attorney with full power of substitution for Debtor in Debtor's name, place and stead for the purposes of performing any obligation of Debtor under this Security Agreement and taking any action and executing any instrument which Seatac may deem necessary or advisable to perform any obligation of Debtor under this Security Agreement, which appointment is irrevocable and coupled with an interest, and shall not terminate until the Obligations are paid in full.

4.4 Right to Collect Accounts. Upon the occurrence and during the continuance of an Event of Default and without limiting Debtor's obligations under the Transaction Documents: (a) Debtor authorizes Seatac to notify any and all of Spectrum's debtors on the Accounts to make payment directly to Seatac (or to such place as Seatac may direct); (b) Debtor agrees, on written notice from Seatac, to deliver to Seatac promptly upon receipt thereof, in the form in which received (together with all necessary endorsements), all payments received by Debtor on account of any Account; and (c) Seatac may, at its option, apply all such payments against the Obligations or remit all or part of such payments to Debtor.

4.5 Reasonable Notice. Written notice, when required by law, sent in accordance with the provisions of Section 12 of the Note Purchase Agreement and given at least ten (10) business days (counting the day of sending) before the date of a proposed disposition of the Collateral shall be reasonable notice.

4.6 Limitation on Duties Regarding Collateral. The sole duty of Seatac with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Seatac deals with similar property for its own account. Neither Seatac nor any of its directors, officers, employees or agents, shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Debtor or otherwise.

4.7 Lock Box; Collateral Account. This Section 4.7 shall be effective only upon the occurrence and during the continuance of an Event of Default. If Seatac so requests in writing, Debtor will direct each of its debtors on the Accounts to make payments due under the relevant Account or chattel paper directly to a special lock box to be under the control of Seatac. Debtor hereby authorizes and directs Seatac to deposit into a special collateral account to be established and maintained by Seatac all checks, drafts and cash payments received in said lock box. All deposits in said collateral account shall constitute proceeds of Collateral and shall not constitute payment of any Obligation until so applied. At its option, Seatac may, at any time, apply finally collected funds on deposit in said collateral account to the payment of the Obligations, in the order of application selected in the sole discretion of Seatac, or permit Debtor to withdraw all or any part of the balance on deposit in said collateral account. If a collateral account is so established, Debtor agrees that it will promptly deliver to Seatac, for deposit into said collateral account, all payments on Accounts and chattel paper received by it. All such payments shall be delivered to Seatac in the form received (except for Debtor's endorsement where necessary). Until so deposited, all payments on Accounts and chattel paper received by Debtor shall be held in trust by Debtor for and as the property of Seatac and shall not be commingled with any funds or property of Debtor.

4.8 Application of Proceeds. Seatac shall apply the proceeds resulting from any sale or disposition of the Collateral in the following order:

(a) to the costs of any sale or other disposition;

(b) to the expenses incurred by Seatac in connection with any sale or other disposition, including attorneys' fees;

(c) to the payment of the Obligations then due and owing in any order selected by Seatac; and

(d) to Debtor.

4.9 Other Remedies. No remedy herein conferred upon Seatac is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Security Agreement and the Transaction Documents now or hereafter existing at law or in equity or by statute or otherwise. No failure or delay on the part of Seatac in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise thereof or the exercise of any other right or remedy.

ARTICLE V
MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Debtor shall pay all fees and expenses incurred by Seatac, including the fees of counsel including in-house counsel, in connection with the preparation, administration and amendment of this Security Agreement and the protection, administration and enforcement of the rights of Seatac under this Security Agreement or with respect to the Collateral, including without limitation the protection and enforcement of such rights in any bankruptcy.

5.2 Setoff. Debtor agrees that Seatac shall have all rights of setoff and bankers' lien provided by applicable law.

5.3 Assignability; Successors. Debtor's rights and liabilities under this Security Agreement are not assignable or delegable, in whole or in part, without the prior written consent of Seatac. The provisions of this Security Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

5.4 Survival. All agreements, representations and warranties made in this Security Agreement or in any document delivered pursuant to this Security Agreement shall survive the execution and delivery of this Security Agreement, and the delivery of any such document.

5.5 Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California applicable to contracts made and wholly performed within such state.

5.6 Counterparts; Headings. This Security Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. The article and section headings in this Security Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

5.7 Notices. All communications or notices required or permitted by this Security Agreement shall be given to Debtor in accordance with Section 12 of the Note Purchase Agreement.

5.8 Amendment. No amendment of this Security Agreement shall be effective unless in writing and signed by Debtor and Seatac.

5.9 Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 WAIVER OF RIGHT TO JURY TRIAL. SEATAC AND DEBTOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SECURITY AGREEMENT WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

5.11 Submission to Jurisdiction. As a material inducement to Seatac to make the Loan:

(a) DEBTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY MANNER RELATING TO OR ARISING OUT OF THIS SECURITY AGREEMENT MAY BE BROUGHT ONLY IN COURTS OF THE STATE OF CALIFORNIA AND DEBTOR CONSENTS TO THE JURISDICTION OF SUCH COURTS. DEBTOR WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH COURT AND ANY RIGHT IT MAY HAVE NOW OR HEREAFTER HAVE TO CLAIM THAT ANY SUCH ACTION OR PROCEEDING IS IN AN INCONVENIENT COURT; AND

(b) Debtor consents to the service of process in any such action or proceeding by certified mail sent to Debtor at the address specified in Section 12 of the Note Purchase Agreement.

(signature page follows)

IN WITNESS WHEREOF, this Security Agreement has been executed as of the day and year first above written.

AMHN, INC.

/s/ Robert Cambridge
Robert Cambridge
Chief Executive Officer

SEATAC DIGITAL RESOURCES, INC.

/s/ Robin Tjon
Robin Tjon
President

SCHEDULE 1 TO SECURITY AGREEMENT

Locations of Collateral

Organizational ID: 87-0233535

Address of Debtor's records of Collateral and chief executive office:

100 North First Street, Suite 104
Burbank, CA 91502

Collateral Location:

100 North First Street, Suite 104
Burbank, CA 91502

SCHEDULE 2 TO SECURITY AGREEMENT

Intellectual Property

Patents—None

Trademarks—None

Copyrights—None

Other—All intellectual properties owned by the Company relative to Spectrum which may have not been registered at the time of this Security Agreement, including all currently owned and/or to be acquired programming segments and any and all items currently owned and/or to be acquired in the Company's Subsidiary video library.

GUARANTOR SECURITY AGREEMENT

THIS GUARANTOR SECURITY AGREEMENT (this "Security Agreement") is made as of December 16, 2010 by and between Spectrum Health Network, Inc., a Delaware corporation ("Debtor"), and Seatac Digital Resources, Inc., a Delaware corporation ("Seatac").

RECITALS

A. Debtor is a wholly owned subsidiary of AMHN, Inc., a Nevada corporation ("Borrower").

B. Pursuant to a Note Purchase Agreement of even date herewith by and between Seatac and Borrower (as amended or modified from time to time, the "Note Purchase Agreement") and a Secured Promissory Note due on demand issued by Borrower to Seatac (as amended or modified from time to time, the "Note"), Seatac has made an $487,532 loan (the "Loan") to Borrower. Debtor, Borrower and any other guarantor of the Loan are the intended beneficiaries of the Loan and, as such, the Loan will benefit the Guarantor.

C. It is a condition precedent to Seatac making the Loan that Debtor execute and deliver to Seatac a security agreement in the form hereof. This is the Guarantor Security Agreement referred to in the Note Purchase Agreement.

AGREEMENTS

In consideration of the Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees with Seatac as follows:

ARTICLE I DEFINITIONS

Capitalized terms not defined herein shall have the meaning given to them in the Note Purchase Agreement. Terms not otherwise defined herein and defined in the UCC shall have, unless the context otherwise requires, the meanings set forth in the UCC as in effect on the date hereof (except that the term "document" shall only have the meaning set forth in the UCC for purposes of clause (d) of the definition of Collateral). When used in this Security Agreement, the following terms shall have the following meanings:

Accounts. "Accounts" shall mean all accounts, including without limitation all rights to payment for goods sold or services rendered that are not evidenced by instruments or chattel paper, whether or not earned by performance, and any associated rights thereto.

Collateral. "Collateral" shall mean all personal properties and assets of Debtor, wherever located, whether tangible or intangible, and whether now owned or hereafter acquired or arising, including without limitation:

(a) all Inventory and documents relating to Inventory;

(b) all Accounts and documents relating to Accounts;

(c) all equipment, fixtures and other goods, including without limitation machinery, furniture, vehicles and trade fixtures;

(d) all general intangibles (including without limitation payment intangibles, software, customer lists, sales records and other business records, contract rights, causes of action, and licenses, permits, franchises, patents, copyrights, trademarks, and goodwill of the business in which the trademark is used, trade names, or rights to any of the foregoing), promissory notes, contract rights, chattel paper, documents, letter-of-credit rights and instruments;

(e) all motor vehicles;

(f) (i) all deposit accounts and (ii) all cash and cash equivalents deposited with or delivered to Seatac from time to time and pledged as additional security for the Obligations;

(g) all investment property;

(h) all commercial tort claims; and

(i) all additions and accessions to, all spare and repair parts, special tools, equipment and replacements for, and all supporting obligations, proceeds and products of, any and all of the foregoing assets described in Sections (a) through (h), inclusive, above.

Event of Default. "Event of Default" shall have the meaning specified in the Note Purchase Agreement.

Inventory. "Inventory" shall mean all inventory, including without limitation all goods held for sale, lease or demonstration or to be furnished under contracts of service, goods leased to others, trade-ins and repossessions, raw materials, work in process and materials used or consumed in Debtor's business, including, without limitation, goods in transit, wheresoever located, whether now owned or hereafter acquired by Debtor, and shall include such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor.

Obligations. "Obligations" shall mean (a) all debts, liabilities, obligations, covenants and agreements of Debtor contained in the Guaranty dated of even date herewith by Debtor in favor of Seatac; and (b) any and all other debts, liabilities and obligations of Debtor to Seatac.

Person. "Person" shall mean and include an individual, partnership, corporation, trust, unincorporated association and any unit, department or agency of government.

Security Agreement. "Security Agreement" shall mean this Guarantor Security Agreement, together with the schedules attached hereto, as the same may be amended, supplemented or otherwise modified from time to time in accordance with the terms hereof.

Security Interest. "Security Interest" shall mean the security interest of Seatac in the Collateral granted by Debtor pursuant to this Security Agreement.

UCC. "UCC" shall mean the Uniform Commercial Code as adopted in California and in effect from time to time.

ARTICLE II
THE SECURITY INTEREST; REPRESENTATIONS AND WARRANTIES

2.1 The Security Interest. To secure the full and complete payment and performance when due (whether at stated maturity, by acceleration, or otherwise) of each of the Obligations, Debtor hereby grants to Seatac a security interest in all of Debtor's right, title and interest in and to the Collateral.

2.2 Representations and Warranties. Debtor hereby represents and warrants to Seatac that:

(a) The records of Debtor with respect to the Collateral are presently located only at the address(es) listed on Schedule 1 attached to this Security Agreement.

(b) The Collateral is presently located only at the location(s) listed on Schedule 1 attached to this Security Agreement.

(c) The chief executive office and chief place(s) of business of Debtor are presently located at the address(es) listed on Schedule 1 to this Security Agreement.

(d) Debtor is a Delaware corporation and its exact legal name is set forth in the definition of "Debtor" in the introductory paragraph of this Security Agreement. The organization identification number of Debtor is listed on Schedule 1 to this Security Agreement.

(e) All of Debtor's present patents and trademarks, if any, including those which have been registered with, or for which an application for registration has been filed in, the United States Patent and Trademark Office are listed on Schedule 2 attached to this Security Agreement. All of Debtor's present copyrights registered with, or for which an application for registration has been filed in, the United States Copyright Office or any similar office or agency of any state or any other country are listed on Schedule 2 attached to this Security Agreement.

(f) Debtor has good title to, or valid leasehold interest in, all of the Collateral and there are no Liens on any of the Collateral except Permitted Liens.

2.3 Authorization to File Financing Statements. Debtor hereby irrevocably authorizes Seatac at any time and from time to time to file in any UCC jurisdiction any initial financing statements and amendments thereto that (a) indicate the Collateral (i) as all assets of Debtor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such other jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency of filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any state or federal organization identification number issued to Debtor. Debtor agrees to furnish any such information to Seatac promptly upon request. Debtor also ratifies its authorization for Seatac to have filed in any UCC jurisdiction any like initial financing statements or amendments thereto if filed prior to the date hereof.

ARTICLE III
AGREEMENTS OF DEBTOR

From and after the date of this Security Agreement, and until all of the Obligations are paid in full, Debtor shall:

3.1 Sale of Collateral. Not sell, lease, transfer or otherwise dispose of Collateral or any interest therein, except as provided for in the Note Purchase Agreement and for sales of Inventory in the ordinary course of business.

3.2 Maintenance of Security Interest.

(a) At the expense of Debtor, defend the Security Interest against any and all claims of any Person adverse to Seatac and take such action and execute such financing statements and other documents as Seatac may from time to time request to maintain the perfected status of the Security Interest. Debtor shall not further encumber or grant a security interest in any of the Collateral except as provided for in the Note Purchase Agreement.

(b) Debtor further agrees to take any other action requested by Seatac to ensure the attachment, perfection and first priority of, and the ability of Seatac to enforce its security interest in any and all of the Collateral including, without limitation, (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that Debtor's signature thereon is required therefor, (ii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Seatac to enforce, its security interest in such Collateral, (iii) taking all actions required by any earlier versions of the UCC (to the extent applicable) or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction, and (iv) obtaining waivers from landlords where any of the tangible Collateral is located in form and substance satisfactory to Seatac.

3.3 Locations. Give Seatac at least thirty (30) days prior written notice of Debtor's intention to relocate the tangible Collateral (other than Inventory in transit) or any of the records relating to the Collateral from the locations listed on Schedule 1 attached to this Security Agreement, in which event Schedule 1 shall be deemed amended to include the new location. Any additional filings or refilings requested by Seatac as a result of any such relocation in order to maintain the Security Interest in the Collateral shall be at Debtor's expense.

3.4 Insurance. Keep the Collateral consisting of tangible personal property insured against loss or damage to the Collateral under a policy or policies covering such risks as are ordinarily insured against by similar businesses, but in any event including fire, lightning, windstorm, hail, explosion, riot, riot attending a strike, civil commotion, damage from aircraft, smoke and uniform standard extended coverage and vandalism and malicious mischief endorsements, limited only as may be provided in the standard form of such endorsements at the time in use in the applicable state. Such insurance shall be for amounts not less than the actual replacement cost of the Collateral. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by Seatac. Debtor will obtain lender's loss payable endorsements on applicable insurance policies in favor of Seatac and will provide certificates of such insurance to Seatac. Debtor shall cause each insurer to agree, by endorsement on the policy or policies or certificates of insurance issued by it or by independent instrument furnished to Seatac that such insurer will give thirty (30) days written notice to Seatac before such policy will be altered or canceled. No settlement of any insurance claim shall be made without Seatac's prior consent. In the event of any insured loss, Debtor shall promptly notify Seatac thereof in writing, and Debtor hereby authorizes and directs any insurer concerned to make payment of such loss directly to Seatac as its interest may appear. Seatac is authorized, in the name and on behalf of Debtor, to make proof of loss and to adjust, compromise and collect, in such manner and amounts as it shall determine, all claims under all policies; and Debtor agrees to sign, on demand of Seatac, all receipts, vouchers, releases and other instruments which may be necessary or desirable in aid of this authorization.

The proceeds of any insurance from loss, theft, or damage to the Collateral shall be held in a segregated account established by Seatac and disbursed and applied at the discretion of Seatac, either in reduction of the Obligations or applied toward the repair, restoration or replacement of the Collateral.

3.5 Name; Legal Status. (a) Without providing at least 30 days prior written notice to Seatac, Debtor will not change its name, its place of business or, if more than one, chief executive office, or its mailing address or organizational identification number if it has one, (b) if Debtor does not have an organizational identification number and later obtains one, Debtor shall forthwith notify Seatac of such organizational identification number, and (c) Debtor will not change its type of organization or jurisdiction of organization.

ARTICLE IV
RIGHTS AND REMEDIES

4.1 Right to Cure. In case of failure by Debtor to procure or maintain insurance, or to pay any fees, assessments, charges or taxes arising with respect to the Collateral, Seatac shall have the right, but shall not be obligated, to effect such insurance or pay such fees, assessments, charges or taxes, as the case may be, and, in that event, the cost thereof shall be payable by Debtor to Seatac immediately upon demand, together with interest at an annual rate equal 10% from the date of disbursement by Seatac to the date of payment by Debtor.

4.2 Rights of Parties. Upon the occurrence and during the continuance of an Event of Default, in addition to all the rights and remedies provided in the Transaction Documents or in Article 9 of the UCC and any other applicable law, Seatac may (but is under no obligation so to do):

(a) require Debtor to assemble the Collateral at a place designated by Seatac, which is reasonably convenient to the parties; and

(b) take physical possession of Inventory and other tangible Collateral and of Debtor's records pertaining to all Collateral that are necessary to properly administer and control the Collateral or the handling and collection of Collateral, and sell, lease or otherwise dispose of the Collateral in whole or in part, at public or private sale, on or off the premises of Debtor; and

(c) collect any and all money due or to become due and enforce in Debtor's name all rights with respect to the Collateral; and

(d) settle, adjust or compromise any dispute with respect to any Account; and

(e) receive and open mail addressed to Debtor; and

(f) on behalf of Debtor, endorse checks, notes, drafts, money orders, instruments or other evidences of payment.

4.3 Power of Attorney. Upon the occurrence and during the continuance of an Event of Default, Debtor does hereby constitute and appoint Seatac as Debtor's true and lawful attorney with full power of substitution for Debtor in Debtor's name, place and stead for the purposes of performing any obligation of Debtor under this Security Agreement and taking any action and executing any instrument which Seatac may deem necessary or advisable to perform any obligation of Debtor under this Security Agreement, which appointment is irrevocable and coupled with an interest, and shall not terminate until the Obligations are paid in full.

4.4 Right to Collect Accounts. Upon the occurrence and during the continuance of an Event of Default and without limiting Debtor's obligations under the Transaction Documents: (a) Debtor authorizes Seatac to notify any and all debtors on the Accounts to make payment directly to Seatac (or to such place as Seatac may direct); (b) Debtor agrees, on written notice from Seatac, to deliver to Seatac promptly upon receipt thereof, in the form in which received (together with all necessary endorsements), all payments received by Debtor on account of any Account; and (c) Seatac may, at its option, apply all such payments against the Obligations or remit all or part of such payments to Debtor.

4.5 Reasonable Notice. Written notice, when required by law, sent in accordance with the provisions of Section 12.6 of the Note Purchase Agreement and given at least ten (10) calendar days (counting the day of sending) before the date of a proposed disposition of the Collateral shall be reasonable notice.

4.6 Limitation on Duties Regarding Collateral. The sole duty of Seatac with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the UCC or otherwise, shall be to deal with it in the same manner as Seatac deals with similar property for its own account. Neither Seatac nor any of its directors, officers, employees or agents, shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Debtor or otherwise.

4.7 Lock Box; Collateral Account. This Section 4.7 shall be effective only upon the occurrence and during the continuance of an Event of Default. If Seatac so requests in writing, Debtor will direct each of its debtors on the Accounts to make payments due under the relevant Account or chattel paper directly to a special lock box to be under the control of Seatac. Debtor hereby authorizes and directs Seatac to deposit into a special collateral account to be established and maintained by Seatac all checks, drafts and cash payments received in said lock box. All deposits in said collateral account shall constitute proceeds of Collateral and shall not constitute payment of any Obligation until so applied. At its option, Seatac may, at any time, apply finally collected funds on deposit in said collateral account to the payment of the Obligations, in the order of application selected in the sole discretion of Seatac, or permit Debtor to withdraw all or any part of the balance on deposit in said collateral account. If a collateral account is so established, Debtor agrees that it will promptly deliver to Seatac, for deposit into said collateral account, all payments on Accounts and chattel paper received by it. All such payments shall be delivered to Seatac in the form received (except for Debtor's endorsement where necessary). Until so deposited, all payments on Accounts and chattel paper received by Debtor shall be held in trust by Debtor for and as the property of Seatac and shall not be commingled with any funds or property of Debtor.

4.8 Application of Proceeds. Seatac shall apply the proceeds resulting from any sale or disposition of the Collateral in the following order:

(a) to the costs of any sale or other disposition;

(b) to the expenses incurred by Seatac in connection with any sale or other disposition, including attorneys' fees;

(c) to the payment of the Obligations then due and owing in any order selected by Seatac; and

(d) to Debtor.

4.9 Other Remedies. No remedy herein conferred upon Seatac is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Security Agreement and the Transaction Documents now or hereafter existing at law or in equity or by statute or otherwise. No failure or delay on the part of Seatac in exercising any right or remedy hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right hereunder preclude other or further exercise thereof or the exercise of any other right or remedy.

ARTICLE V
MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Debtor shall pay all fees and expenses incurred by Seatac, including the fees of counsel including in-house counsel, in connection with the preparation, administration and amendment of this Security Agreement and the protection, administration and enforcement of the rights of Seatac under this Security Agreement or with respect to the Collateral, including without limitation the protection and enforcement of such rights in any bankruptcy.

5.2 Setoff. Debtor agrees that Seatac shall have all rights of setoff and bankers' lien provided by applicable law.

5.3 Assignability; Successors. Debtor's rights and liabilities under this Security Agreement are not assignable or delegable, in whole or in part, without the prior written consent of Seatac. The provisions of this Security Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

5.4 Survival. All agreements, representations and warranties made in this Security Agreement or in any document delivered pursuant to this Security Agreement shall survive the execution and delivery of this Security Agreement, and the delivery of any such document.

5.5 Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California applicable to contracts made and wholly performed within such state.

5.6 Counterparts; Headings. This Security Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. The article and section headings in this Security Agreement are inserted for convenience of reference only and shall not constitute a part hereof.

5.7 Notices. All communications or notices required or permitted by this Security Agreement shall be given to Debtor (to be delivered care of Borrower) in accordance with Section 12.6 of the Note Purchase Agreement.

5.8 Amendment. No amendment of this Security Agreement shall be effective unless in writing and signed by Debtor and Seatac.

5.9 Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Security Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 WAIVER OF RIGHT TO JURY TRIAL. SEATAC AND DEBTOR ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS SECURITY AGREEMENT WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, THE PARTIES AGREE THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

5.11 Submission to Jurisdiction; Service of Process. As a material inducement to Seatac to make the Loan:

(a) DEBTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY MANNER RELATING TO OR ARISING OUT OF THIS SECURITY AGREEMENT MAY BE BROUGHT ONLY IN COURTS OF THE STATE OF CALIFORNIA AND DEBTOR CONSENTS TO THE JURISDICTION OF SUCH COURTS. DEBTOR WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH COURT AND ANY RIGHT IT MAY HAVE NOW OR HEREAFTER HAVE TO CLAIM THAT ANY SUCH ACTION OR PROCEEDING IS IN AN INCONVENIENT COURT; AND

(b) Debtor consents to the service of process in any such action or proceeding by certified mail sent to Debtor (to be delivered care of Borrower) at the address specified in Section 12.6 of the Note Purchase Agreement.

(Signature page follows)

IN WITNESS WHEREOF, this Guarantor Security Agreement has been executed as of the day and year first above written.

Spectrum Health Network, Inc.

By: /s/ Jill Rollo
Jill Rollo, President

SEATAC DIGITAL RESOURCES, INC.

By: /s/ Robin Tjon
Robin Tjon, President

SCHEDULE 1 TO SECURITY AGREEMENT

Locations of Collateral

Organizational ID: 27-1182156

Address of Debtor's records of Collateral and chief executive office:

100 North First Street, Suite 104
Burbank, CA 91502

Collateral Locations:

100 North First Street, Suite 104
Burbank, CA 91502

And as indicated on the list of installed office locations kept at the corporate office.

SCHEDULE 2 TO SECURITY AGREEMENT

Intellectual Property

Patents—None

Trademarks—None

Copyrights—None

Other—All intellectual properties owned by the Company's Subsidiary which may have not been registered at the time of this Security Agreement, including all currently owned and/or to be acquired programming segments and any and all items currently owned and/or to be acquired in the Company's Subsidiary video library.

Exhibit 10.06

GUARANTY AGREEMENT

THIS GUARANTY is made as of December 16, 2010 by Spectrum Health Network, Inc., a Delaware corporation, ("Guarantor"), in favor of SEATAC DIGITAL RESOURCES, INC., a Delaware corporation ("Seatac").

RECITALS

A. Guarantor is a wholly-owned subsidiary of AMHN, INC., a Nevada corporation (the "Borrower").

B. Pursuant to a Note Purchase Agreement of even date herewith by and between Seatac and Borrower (as amended or modified from time to time, the "Note Purchase Agreement") and a Secured Promissory Note due on demand issued by Borrower to Seatac (as amended or modified from time to time, the "Note"), Seatac has made a $487,532 loan (the "Loan") to Borrower. Guarantor, Borrower and any other guarantor of the Loan are the intended beneficiaries of the Loan and, as such, the Loan will directly and significantly benefit Guarantor.

C. It is a condition precedent to Seatac making the Loan that Guarantor execute and deliver to Seatac a guaranty in the form hereof. This is the Guaranty Agreement referred to in the Note Purchase Agreement.

AGREEMENTS

In consideration of the recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees with Seatac as follows:

ARTICLE I
DEFINITIONS

When used in this Guaranty, capitalized terms shall have the meanings specified in the Note Purchase Agreement, the preamble, the recitals and as follows:

Borrower. "Borrower" shall mean AMHN, Inc., a Nevada corporation.

Event of Default. "Event of Default" shall have the meaning specified in the Note Purchase Agreement.

Guaranty. "Guaranty" shall mean this Guaranty, as the same shall be amended from time to time in accordance with the terms hereof.

Law. "Law" shall mean any federal, state, local or other law, rule, regulation or governmental requirement of any kind, and the rules, regulations, interpretations and orders promulgated thereunder.

Obligations. "Obligations" shall mean (a) the principal of, and interest on, the Note, and any renewal, extension or refinancing thereof; (b) all debts, liabilities, obligations, covenants and agreements of Borrower contained in the Transaction Documents; and (c) any and all other debts, liabilities and obligations of Borrower to Seatac.

Person. “Person” shall mean and include an individual, partnership, corporation, trust, unincorporated association and any unit, department or agency of government.

ARTICLE II
THE GUARANTY

2.1 The Guaranty. Guarantor, for itself, its successors and assigns, hereby unconditionally and absolutely guarantees to Seatac the full and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of each of the Obligations. This is a guaranty of payment and performance and not of collection.

2.2 Waivers and Consents.

(a) Guarantor acknowledges that the obligations undertaken herein involve the guaranty of obligations of a Person other than Guarantor and, in full recognition of that fact, Guarantor consents and agrees that Seatac may, at any time and from time to time, without notice or demand, and without affecting the enforceability or continuing effectiveness hereof: (i) supplement, modify, amend, extend, renew, accelerate or otherwise change the time for payment or the other terms of the Obligations or any part thereof, including without limitation any increase or decrease of the principal amount thereof or the rate(s) of interest thereon; (ii) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Obligations or any part thereof, or any of the Transaction Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iii) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Transaction Documents or the Obligations or any part thereof; (iv) accept partial payments on the Obligations; (v) receive and hold additional security or guaranties for the Obligations or any part thereof; (vi) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer and/or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Seatac in its sole and absolute discretion may determine; (vii) release any Person from any personal liability with respect to the Obligations or any part thereof; (viii) settle, release on terms satisfactory to Seatac or by operation of applicable Law or otherwise, liquidate or enforce any Obligations and any security or guaranty in any manner, consent to the transfer of any security and bid and purchase at any sale; and/or (ix) consent to the merger, change or any other restructuring or termination of the corporate existence of Borrower or any other Person, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Guarantor or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Obligations.

(b) Upon the occurrence and during the continuance of any Event of Default, Seatac may enforce this Guaranty independently of any other remedy, guaranty or security Seatac at any time may have or hold in connection with the Obligations, and it shall not be necessary for Seatac to marshal assets in favor of Borrower, any other guarantor of the Obligations or any other Person or to proceed upon or against and/or exhaust any security or remedy before proceeding to enforce this Guaranty. Guarantor expressly waives any right to require Seatac to marshal assets in favor of Borrower or any other Person or to proceed against Borrower or any other guarantor of the Obligations or any collateral provided by any Person, and agrees that Seatac may proceed against any obligor and/or the collateral in such order as it shall determine in its sole and absolute discretion. Seatac may file a separate action or actions against Guarantor, whether action is brought or prosecuted with respect to any security or against any other Person, or whether any other Person is joined in any such action or actions. Guarantor agrees that Seatac and Borrower may deal with each other in connection with the Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between them, in any manner whatsoever, all without in any way altering or affecting the security of this Guaranty.

(c) The rights of Seatac hereunder shall be reinstated and revived, and the enforceability of this Guaranty shall continue, with respect to any amount at any time paid on account of the Obligations which thereafter shall be required to be restored or returned by Seatac upon the bankruptcy, insolvency or reorganization of any Person, all as though such amount had not been paid. The rights of Seatac created or granted herein and the enforceability of this Guaranty shall remain effective at all times to guarantee the full amount of all the Obligations even though the Obligations, including any part thereof or any other security or guaranty therefor, may be or hereafter may become invalid or otherwise unenforceable as against Borrower or any other guarantor of the Obligations and whether or not Borrower or any other guarantor of the Obligations shall have any personal liability with respect thereto.

(d) To the extent permitted by applicable law, Guarantor expressly waives any and all defenses now or hereafter arising or asserted by reason of: (i) any disability or other defense of Borrower or any other guarantor for the Obligations with respect to the Obligations (other than full payment and performance of all of the Obligations); (ii) the unenforceability or invalidity of any security for or guaranty of the Obligations or the lack of perfection or continuing perfection or failure of priority of any security for the Obligations; (iii) the cessation for any cause whatsoever of the liability of Borrower or any other guarantor of the Obligations (other than by reason of the full payment and performance of all Obligations); (iv) any failure of Seatac to marshal assets in favor of Borrower or any other Person; (v) any failure of Seatac to give notice of sale or other disposition of collateral to Borrower or any other Person or any defect in any notice that may be given in connection with any sale or disposition of collateral; (vi) any failure of Seatac to comply with applicable Laws in connection with the sale or other disposition of any collateral or other security for any Obligation, including, without limitation, any failure of Seatac to conduct a commercially reasonable sale or other disposition of any collateral or other security for any Obligation; (vii) any act or omission of Seatac or others that directly or indirectly results in or aids the discharge or release of Borrower or any other guarantor of the Obligations, or of any security or guaranty therefor by operation of Law or otherwise; (viii) any Law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation; (ix) any failure of Seatac to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person; (x) the election by Seatac, in any bankruptcy proceeding of any Person, of the application or non-application of Section 1111(b)(2) of the United States Bankruptcy Code; (xi) any extension of credit or the grant of any lien under Section 364 of the United States Bankruptcy Code; (xii) any use of collateral under Section 363 of the United States Bankruptcy Code; (xiii) any agreement or stipulation with respect to the provision of adequate protection in any bankruptcy proceeding of any Person; (xiv) the avoidance of any lien or security interest in favor of Seatac for any reason; (xv) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including without limitation any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding; or (xvi) any action taken by Seatac that is authorized by this Section or any other provision of any Loan Document. Until all of the Obligations have been paid in full, Guarantor expressly waives all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Obligations.

2.3 Condition of Borrower. Guarantor represents and warrants to Seatac that it has established adequate means of obtaining from Borrower, on a continuing basis, financial and other information pertaining to the business, operations and condition (financial and otherwise) of Borrower and its assets and properties. Guarantor hereby expressly waives and relinquishes any duty on the part of Seatac (should any such duty exist) to disclose to Guarantor any matter, fact or thing related to the

business, operations or condition (financial or otherwise) of Borrower or its assets or properties, whether now known or hereafter known by Seatac during the life of this Guaranty. With respect to any of the Obligations, Seatac need not inquire into the powers of Borrower or agents acting or purporting to act on its behalf, and all Obligations made or created in good faith reliance upon the professed exercise of such powers shall be guaranteed hereby.

2.4 Continuing Guaranty. This is a continuing guaranty and shall remain in full force and effect as to all of the Obligations until all amounts owing by Borrower to Seatac on the Obligations shall have been paid in full.

2.5 Subrogation; Subordination. Guarantor expressly waives any claim for reimbursement, contribution, indemnity or subrogation which Guarantor may have against Borrower as a guarantor of the Obligations and any other legal or equitable claim against Borrower arising out of the payment of the Obligations by Guarantor or from the proceeds of any collateral for this Guaranty, until all amounts owing to Seatac under the Obligations shall have been paid in full and all commitments to lend have been terminated or expired. In furtherance, and not in limitation, of the foregoing waiver, until all amounts owing to Seatac under the Obligations shall have been paid in full, Guarantor hereby agrees that no payment by Guarantor pursuant to this Guaranty shall constitute Guarantor a creditor of Borrower. Until all amounts owing to Seatac under the Obligations shall have been paid in full, Guarantor shall not seek any reimbursement from Borrower in respect of payments made by Guarantor in connection with this Guaranty, or in respect of amounts realized by Seatac in connection with any collateral for the Obligations, and Guarantor expressly waives any right to enforce any remedy that Seatac now has or hereafter may have against any other Person and waives the benefit of, or any right to participate in, any collateral now or hereafter held by Seatac. No claim which any Guarantor may have against any other guarantor of any of the Obligations or against Borrower, to the extent not waived pursuant to this Section, shall be enforced nor any payment accepted until the Obligations are paid in full and all such payments are not subject to any right of recovery.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF GUARANTOR

Guarantor hereby represents and warrants to Seatac as follows:

3.1 Authorization. Guarantor is a corporation duly and validly organized and existing under the laws of the State of Delaware, has the corporate power to own its owned assets and properties and to carry on its business, and is duly licensed or qualified to do business in all jurisdictions in which failure to do so would have a material adverse effect on its business or financial condition. The making, execution, delivery and performance of this Guaranty, and compliance with its terms, have been duly authorized by all necessary corporate action of Guarantor.

3.2 Enforceability. This Guaranty is the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms.

3.3 Absence of Conflicting Obligations. The making, execution, delivery and performance of this Guaranty, and compliance with its terms, do not violate any existing provision of Law; the articles of incorporation or bylaws of Guarantor; or any agreement or instrument to which Guarantor is a party or by which it or any of its assets is bound.

3.4 Consideration for Guaranty. Guarantor acknowledges and agrees with Seatac that but for the execution and delivery of this Guaranty by Guarantor, Seatac would not have made the Loan.

Guarantor acknowledges and agrees that the Loan Agreement will result in significant benefit to Guarantor who is the wholly owned subsidiary of Borrower and the intended beneficiary of the Loan.

ARTICLE IV
COVENANTS OF THE GUARANTOR

4.1 Actions by Guarantor. Guarantor shall not take or permit any act, or omit to take any act that would: (a) cause Borrower to breach any of the Obligations; (b) impair the ability of Borrower to perform any of the Obligations; or (c) cause an Event of Default under the Note Purchase Agreement.

4.2 Reporting Requirements. Guarantor shall furnish, or cause to be furnished, to Seatac such information respecting the business, assets and financial condition of Guarantor as Seatac may reasonably request.

ARTICLE V
MISCELLANEOUS

5.1 Expenses and Attorneys' Fees. Guarantor shall pay all reasonable fees and expenses incurred by Seatac, including the reasonable fees of counsel, in connection with the protection or enforcement of its rights under this Guaranty, including without limitation the protection and enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Borrower or Guarantor, both before and after judgment.

5.2 Revocation. This is a continuing guaranty and shall remain in full force and effect until Seatac receives written notice of revocation signed by Guarantor. Upon revocation by written notice, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Seatac shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension, or increase in the interest rate(s) of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation.

5.3 Assignability; Successors. Guarantor's rights and liabilities under this Guaranty are not assignable or delegable, in whole or in part, without the prior written consent of Seatac. The provisions of this Guaranty shall be binding upon Guarantor, its successors and permitted assigns and shall inure to the benefit of Seatac, its successors and assigns.

5.4 Survival. All agreements, representations and warranties made herein or in any document delivered pursuant to this Guaranty shall survive the execution and delivery of this Guaranty and the delivery of any such document.

5.5 Governing Law. This Guaranty and the documents issued pursuant to this Guaranty shall be governed by, and construed and interpreted in accordance with, the Laws of the State of California applicable to contracts made and wholly performed within such state.

5.6 Counterparts; Headings. This Guaranty may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. The article and section headings in this Guaranty are inserted for convenience of reference only and shall not constitute a part of this Guaranty.

5.7 Notices. All notices, requests and demands to or upon Seatac or Guarantor (to be delivered care of Borrower) shall be delivered in the manner set forth in Section 12.6 of the Note Purchase Agreement.

5.8 Amendment. No amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and Seatac.

5.9 Severability. Any provision of this Guaranty which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Guaranty in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.

5.10 Taxes. If any transfer or documentary taxes, assessments or charges levied by any governmental authority shall be payable by reason of the execution, delivery or recording of this Guaranty, Guarantor shall pay all such taxes, assessments and charges, including interest and penalties, and hereby indemnifies Seatac against any liability therefor.

5.11 **WAIVER OF RIGHT TO JURY TRIAL**. GUARANTOR ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS GUARANTY WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND, THEREFORE, GUARANTOR AGREES THAT ANY LAWSUIT ARISING OUT OF ANY SUCH CONTROVERSY SHALL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

5.12 **SUBMISSION TO JURISDICTION; SERVICE OF PROCESS**. AS A MATERIAL INDUCEMENT TO SEATAC TO ENTER INTO THIS TRANSACTION:

(a) THE GUARANTOR AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY MANNER RELATING TO OR ARISING OUT OF THIS GUARANTY OR THE OTHER DOCUMENTS EXECUTED IN CONNECTION HEREWITH MAY BE BROUGHT ONLY IN COURTS OF THE STATE OF CALIFORNIA LOCATED IN LOS ANGELES COUNTY AND THE GUARANTOR CONSENTS TO THE JURISDICTION OF SUCH COURTS. THE GUARANTOR WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH COURT AND ANY RIGHT IT MAY HAVE NOW OR HEREAFTER HAVE TO CLAIM THAT ANY SUCH ACTION OR PROCEEDING IS IN AN INCONVENIENT COURT; AND

(b) Guarantor consents to the service of process in any such action or proceeding by certified mail sent to the address specified in Section 5.7.

Nothing contained herein shall affect the right of Seatac to serve process in any other manner permitted by law or to commence an action or proceeding in any other jurisdiction.

(Signature page follows.)

IN WITNESS WHEREOF the undersigned has executed this Guaranty as of the day and year first above written.

Spectrum Health Network, Inc.

By: /s/ Jill Rollo
Jill Rollo
President

Signature Page to Guaranty

ACCEPTANCE BY SEATAC

This Guaranty Agreement is accepted by Seatac Digital Resources, Inc.

SEATAC DIGITAL RESOURCES, INC.

By: /s/ Robin Tjon
Robin Tjon
President

Acceptance Page to Guaranty

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of December 16, 2010, by and from **SPECTRUM HEALTH NETWORK, INC.**, a Delaware corporation (the "Assignor"), whose principal address is 100 North First Street, Suite 104, Burbank, California 91506, to and in favor of **SEATAC DIGITAL RESOURCES, INC.** (the "Assignee"), whose principal address is 555 H Street, Suite H, Eureka, CA 95501.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

(b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

(c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

SPECTRUM HEALTH NETWORK, INC.

By: /s/ Jill Rollo
Jill Rollo, President

Signature Page to Confirmatory Assignment of Security Interest
in United States Patents and Trademarks

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A
SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS*

U.S. PATENTS

Description	Patent No.	Issue Date
None		

U.S. TRADEMARKS

Trademark	Registration (Application) No.	Issue (Filing) Date
None		

U.S. COPYRIGHTS

Title of Work	Registration No.	Issue Date
None		

*Specifically including all intellectual properties which may be owned and/or registered by Assignor after the date of this Assignment relating to all programming segments, any and all items related to the Assignor's video library.

Exhibit 16.1

December 20, 2010

Securities and Exchange Commission
Washington, D.C. 20549

Commissioners:

We have read AMHN Inc. statements included under Item 4.01 of its Form 8-K filed on or about December 20, 2010, and we agree with such statements concerning our firm.

Sincerely,

/s/ KBL, LLP

KBL, LLP