# UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

### **SCHEDULE 13D**

**Under the Securities Exchange Act of 1934** 

AMHN, INC.

(Name of Issuer)

COMMON STOCK, \$0.001 PAR VALUE PER SHARE

(Title of Class of Securities)

03149A 10 3 (CUSIP Number)

KIMBERLY SARUBBI 149 S. Kenter Avenue Los Angeles, CA 90049 (310) 746-5652

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**DECEMBER 17, 2010** 

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of \$240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

\* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP	No. 0314	19A 10	3		
1.	Names of Reporting Persons. S.S. or I.R.S. Identification Nos. of Above Persons				
	SARUBBI, KIMBERLY				
2.	Check the Appropriate Box if a Member of a Group  (a) □ (b) □				
3.	SEC Use Only				
4.	Source of Funds				
	OO-Other				
5.	Check if Disclosure of Legal Proceedings is Required Pursuant to Items 2(d) or 2(e)				
6.	Citizenship or Place of Organization				
	U.S.				
		7.	Sole Voting Power		
Number of Shares Beneficially					
		•	-0-		
		8.	Shared Voting Power		
			-0-		
	ned by ach	9.	Sole Dispositive Power		
Reporting Person With					
			-0-		
		10.	Shared Dispositive Power		
11	<b>A</b>		-0-		
11.	Aggregate Amount Beneficially Owned by Each Reporting Person				
	-0-				
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares				
13.	Percent of Class Represented by Amount of Row (11)				
	-0-				
14.	Type of Reporting Person				
	IN				

#### Item 1. Security and Issuer

The class of equity securities to which this Schedule 13D relates is the common stock, \$0.001 par value, of AMHN, INC., f/k/a Croff Enterprises, Inc., a Nevada corporation ("Company"). The address of the principal executive office of the Company is 100 North First Street, Suite 104, Burbank, CA 91502.

#### Item 2. Identity and Background.

Kimberly Sarubbi is a former director of the Company. She is the President and sole director of Saddle Ranch Productions, Inc. ("Saddle Ranch"). Her address is 149 S. Kenter Avenue, Los Angeles, CA 90049.

During the last five years, Ms. Sarubbi has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

During the last five years, Ms. Sarubbi has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding violation with respect to such laws.

Ms. Sarubbi is a citizen of the United States of America.

#### Item 3. Source and Amount of Funds or Other Consideration.

N/A.

#### Item 4. Purpose of Transaction.

On December 7, 2010, Ms. Sarubbi, through Saddle Ranch, entered into a Stock Transfer Agreement with Jo Cee, LLC, a Florida limited liability company, and sold 4,108,107 Shares of the Company's Common Stock owned by Saddle Ranch for \$87,495. These shares represented all of the holdings of Saddle Ranch. Neither Saddle Ranch nor Ms. Sarubbi owns any other shares of the Company.

Ms. Sarubbi is aware that the Company is currently negotiating a potential acquisition; however, she is not involved in the ongoing negotiations and is not a shareholder, officer or director of the entity the Company is seeking to acquire. Other than being aware of the negotiations of the potential acquisition, Ms. Sarubbi has no knowledge of plans which relate to or would result in the acquisition by any person of additional securities of the issuer, or the disposition of securities of the issuer, an extraordinary corporate transaction, such as a merger, reorganization or liquidation, involving the issuer or any of its subsidiaries, a sale or transfer of a material amount of assets of the issuer or any of its subsidiaries, any change in the present board of directors or management of the issuer, including any plans or proposals to change the number or term of directors or to fill any existing vacancies on the board, any material change in the present capitalization or dividend policy of the issuer, any other material change in the issuer's business or corporate structure, including but not limited to, if the issuer is a registered closed-end investment company, any plans or proposals to make any changes in its investment policy for which a vote is required by Section 13 of the Investment Company Act of 1940, changes in the issuer's charter, bylaws or instruments corresponding thereto or other actions which may impede the acquisition of control of the issuer by any person, causing a class of securities of the issuer to be delisted from a national securities exchange or to cease to be authorized to be quoted in an inter-dealer quotation system of a registered national securities association, a class of equity securities of the issuer becoming eligible for termination of registration pursuant to Section 12(g)(4) of the Act, or any action similar to any of those enumerated above.

#### Item 5. Interest in Securities of AMHN, Inc.

- (a) Kimberly Sarubbi owns zero shares of the Company's Common Stock, either directly or indirectly.
- (b) Not applicable.
- (c) Please see Item 4 above.
- (d) Not applicable.
- (e) Not applicable.

#### Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of AMHN, Inc.

Except for the transaction outlined in Item 4 above, the Reporting Person has no contracts, arrangements, understandings or relationships (legal or otherwise) with any person with respect to any securities of the issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

#### Item 7. Material to be Filed as Exhibits.

Exhibit

 No.
 Date of Document
 Description

 10.0
 December 17, 2010
 Stock

Description of Document

Stock Transfer Agreement with Jo Cee, LLC\*

<sup>\*</sup> Filed herewith.

### $\underline{\textbf{SIGNATURE}}$

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 22, 2010 By: /s/ Kimberly Sarubbi

Kimberly Sarubbi

#### STOCK TRANSFER AGREEMENT

THIS STOCK TRANSFER AGREEMENT is entered into on December 17, 2010 by and between Saddle Ranch Productions, Inc., a Florida corporation ("Seller") and Jo Cee, LLC, a Florida limited liability company ("Buyer").

#### RECITALS

- A. WHEREAS, Seller is the owner of 4,108,107 shares (the "Securities") of Common Stock of AMHN, Inc. (the "Company").
- B. WHEREAS, Seller desires to sell and transfer to Buyer and Buyer desires to purchase in accordance with the terms and conditions provided for herein, the Securities.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, repre-sentations and warranties contained in this Agreement, the parties agree as follows:

# ARTICLE I PURCHASE AND SALE OF SECURITIES

- Section 1.1 <u>SALE OF SECURITIES</u>: Subject to the terms and conditions set forth in this Agreement, on the Closing Date (defined below), Seller will transfer and convey the Securities to Buyer and Buyer will acquire the Securities from Seller.
- Section 1.2 <u>CONSIDERATION</u>: As full payment for the transfer of the securities by Seller to Buyer, Buyer, upon execution of this Agreement, shall deliver to Seller the sun of \$87,495.00 ("Purchase Price").

## ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER

#### Seller represents and warrants that:

- Section 2.1 MARKETABLE TITLE: Seller will convey to Buyer good and marketable title in and to the Securities, free and clear of any and all liens, encumbrances, other pledges or security interests and all other defects of title of any type whatsoever. The Securities shall not be subject to any restrictions imposed by the Company.
- Section 2.2 <u>AUTHORITY</u>: Seller has the right, power, legal capacity and authority to enter into and perform his respective obligations under this Agreement and no approvals or consents of any persons are necessary in connection with it.
- Section 2.3 <u>OTHER AGREEMENTS</u>: Seller's performance of the transactions contemplated by this Agreement will not constitute a violation or a default under any agreement or instrument to which Seller is a party or under which Seller is bound.

- Section 2.4 <u>AFFILIATE</u>: Seller is currently an affiliate of the Company as that term is defined by the Securities Act of 1933.
- Section 2.5 <u>SELLER'S DATE OF ACQUISITION</u>: Seller paid the full consideration for the Securities to the Company on or before May 11, 2009.

## ARTICLE III REPRESENTATIONS AND WARRANTIES OF THE BUYER

#### The Buyer represents and warrants that:

Section 3.1 The Buyer is a sophisticated investor. The Buyer has the financial ability to bear the economic risk of this investment, has adequate means for providing for the current needs and contingencies of the Buyer and has no need for liquidity with respect to the investment in the Company;

#### Section 3.2 The Buyer:

- i. has evaluated the risks of a purchase of the Securities and has relied solely upon his own investigation of the Company;
- ii. has not been furnished by Seller with any oral or written representation or oral or written information upon which the Buyer has relied in connection with the offering of the Securities that is not contained in this Agreement.
- iii. has investigated the acquisition of the Securities to the extent the Buyer has deemed necessary or desirable and the Company or Seller have provided the Buyer with any assistance the Buyer has requested in connection herewith; and
- iv. is an accredited investor as defined by section 501(a) of Regulation D under the Securities Exchange Act of 1933.
- Section 3.3 The Buyer is not relying on the Seller or the Company or any of its affiliates or this Agreement with respect to corporate or individual tax information or other economic considerations involved in the investment.
- Section 3.4 No federal or state agency has passed upon the Securities or made any finding or determination as to the fairness of this investment.
- Section 3.5 Buyer acknowledges and is aware that there are substantial risks of loss of investment incident to the purchase of the Securities.
- Section 3.6 If the Buyer is an individual, the Buyer is 21 years of age and legally competent to execute this Agreement. If the Buyer is a corporation or other entity, it is duly authorized and validly existing in the state set forth on the signature page hereof, it is empowered, authorized and qualified to purchase the Securities, in the manner contemplated in this Agreement, and the person signing this Agreement on behalf of the Buyer has been duly authorized by it to do so.

## ARTICLE IV THE CLOSING

- Section 4.1 <u>TIME AND PLACE</u>: The transfer of the Securities by Seller to Buyer (the "Closing") shall take place at the Company's office at 100 North First Street, Suite 104, Burbank, CA 91502, upon completion of the Closing Procedures set forth in Section 4.2 (the "Closing Date").
- Section 4.2 <u>CLOSING PROCEDURES</u>: The Closing shall occur as follows:

On the Closing Date, Buyer shall deliver the Purchase Price to Seller. Seller shall deliver to Buyer, the stock certificate representing the Securities, registered in the name of Seller for transfer, accompanied by the requisite stock power and corporate resolution duly executed by Seller and guaranteed by a Medallion Participant, for delivery by Buyer to the Company's transfer agent.

#### ARTICLE V GENERAL PROVISIONS

- Section 5.1 <u>ASSIGNMENT</u>: Buyer shall neither assign nor transfer his interest and/or rights under this Agreement without the prior written consent of Seller, which may be withheld at Seller's sole and absolute discretion.
- Section 5.2 <u>BINDING EFFECT</u>: This Agreement shall be binding upon the parties hereto and their representatives, executors, successors and permitted assigns.
- Section 5.3 NOTICES: Unless otherwise changed by written notice, any notice or other communications required or permitted hereunder shall be deemed given if sent postage prepaid, return receipt requested, addressed to the respective party at the address set forth on the signature page of this Agreement.
- Section 5.4 GOVERNING LAW: This Agreement shall be interpreted in accordance with and governed by the laws of the State of Florida.
- Section 5.5 <u>SURVIVAL OF REPRESENTATIONS</u>: All agreements, representations, covenants and warranties on the part of the parties contained herein shall survive the closing of this Agreement and any investigation made at the time with respect thereto, shall not merge into any of the documents executed and delivered pursuant hereto, and shall remain enforceable to the fullest extent permitted at law or in equity.
- Section 5.6 <u>ENTIRE AGREEMENT</u>: This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings, whether written or oral. This Agreement may not be changed, waived, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of the change waiver, discharge or termination is sought.

(Signature page to Stock Transfer Agreement between Saddle Ranch and Jo Cee, LLC)				
SELLER:	BUYER:			
SADDLE RANCH PRODUCTIONS, INC.	JO CEE, LLC			
/s/ Kimberly Sarubbi	/s/ Susan L. Coyne			
Kimberly Sarubbi, President	Susan L. Coyne, Managing Member			
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