

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): **February 15, 2011**

AMHN, INC.

(Exact name of registrant as specified in its charter)

Nevada

(State or other jurisdiction of incorporation)

000-16731

(Commission File Number)

87-0233535

(IRS Employer Identification No.)

10611 N. Hayden Rd., Suite D106, Scottsdale, AZ 85260

(Address of principal executive offices and Zip Code)

(888) 245-4168

(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

Consulting Agreement with Back Office Consultants, Inc.

On February 15, 2011, AMHN, Inc. ("AMHN" or the "Company") entered into a Consulting Agreement with Back Office Consultants, Inc. ("Back Office") pursuant to which Back Office has agreed to provide accounting and corporate compliance services to the Company for a monthly fee of \$7,000. The one-year agreement has an effective date as of January 1, 2011. (See Exhibit 10.08, Consulting Agreement, attached hereto and incorporated herein by reference.)

Settlement of Secured Promissory Note to Seatac Digital Resources, Inc.

As previously reported, AMHN 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. As a result of this transaction Spectrum became a wholly owned subsidiary of the Company. Since the closing date of the Spectrum acquisition, one of the Company's former majority shareholders Seatac Digital Resources, Inc., a Delaware corporation ("Seatac") advanced approximately \$487,532 to AMHN specifically to address the Company's payables (the "Advances"). Thereafter, the Company and Seatac entered into a Note Purchase Agreement and issued a Secured Demand Promissory Note dated December 16, 2010 in the principal amount of \$487,532 for repayment of the Advances and any future advances made by Seatac (the "Note"). The Note was subsequently amended to cover additional advances bringing the total principal amount due under the Note to \$543,541.39. 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 was guaranteed by Spectrum and secured by a blanket lien encumbering the assets of Spectrum.

Seatac recently notified the Company that it intends to make demand for payment under the Note; however, the Company is unable to pay the Note. In an effort to satisfy the Note in full, Seatac and the Company:

- 1) Acknowledged that the Company and Spectrum are unable to pay the aggregated principal and interest of \$547,155.30 due to Seatac under the Note which is secured by a first priority security interest in all of the assets of the Company and Spectrum;
- 2) Sent joint instruction to the escrow agent, pursuant to which the escrow agent transferred the stock certificate representing all of the outstanding shares of Spectrum being held in escrow to Seatac.
- 3) Entered into a trademark assignment to transfer all rights, title and interest in the mark "Spectrum Health Network, Inc." and the goodwill associated with that mark.
- 4) Entered into an Exclusive Licensing, Distribution and Advertising Sales Agreement wherein Seatac and Spectrum licensed the Company to sell subscriptions to and advertising spots on the Spectrum digital-media network, as more fully described below.

(See Exhibit 10.09, Agreement, Acknowledgment and Consent between the Company and Seatac, Exhibit 10.10, Joint Direction to Release Pledged Interests from Escrow, and Exhibit 10.11, Trademark Assignment and Agreement, which exhibits are attached hereto and incorporated herein by reference.)

Exclusive Licensing, Distribution and Advertising Sales Agreement

On February 15, 2011, Spectrum and Seatac entered into an Exclusive Licensing, Distribution and Advertising Sales Agreement with the Company (the "Agreement"). Under the terms of the three-year renewable Agreement, the Company was granted a license to promote, distribute and sell certain products developed and sold by Spectrum relative to its digital media network in the southeastern United States. The Agreement relates to all current and future Spectrum products and/or services developed by Spectrum, specifically services pertaining to the digital signage waiting room network built for the multispecialty group practice and independent physician associations ("IPAs") including (i) network subscriptions sold to multispecialty group practices and IPAs for software, hardware and content developed for and distributed by Spectrum, and (ii) advertising spots on Spectrum's network. The Company may earn up to thirty percent (30%) of fees paid for subscriptions and advertising spots. (See Exhibit 10.12, Exclusive Licensing, Distribution and Advertising Sales Agreement, attached hereto and incorporated herein by reference.)

ITEM 1.02 TERMINATION OF MATERIAL DEFINITIVE AGREEMENT

Information called for by this item is contained in Item 1.01 above in Settlement of Secured Promissory Note to Seatac Digital Resources, Inc., which item is incorporated herein by reference.

ITEM 2.01 COMPLETION OF ACQUISITION OR DISPOSITION OF ASSETS

Information called for by this item is contained in Item 1.01 above in Settlement of Secured Promissory Note to Seatac Digital Resources, Inc., which item is incorporated herein by reference.

ITEM 5.02 DEPARTMENT OF DIRECTORS OR CERTAIN OFFICERS; ELECTION OF DIRECTORS; APPOINTMENT OF CERTAIN OFFICERS; COMPENSATORY ARRANGEMENTS OF CERTAIN OFFICERS

Change in Officers and Directors

In conjunction with the settlement of the Note to Seatac, and immediately after the transfer of the outstanding shares of Spectrum to Seatac, the Company's sole officer and director resigned. Upon his resignation, the majority shareholder owning 53.7% of the Company's 16,575,209 outstanding shares, elected Jeffrey D. Howes as the Company's sole officer and director to serve until the next annual meeting of shareholders or until his earlier termination or resignation. Mr. Howes' business experience follows.

Since 2007, Mr. Howes has served as managing partner of Develo Financial Group, LLC, an investment banking firm he founded in March 2002. Mr. Howes also serves as a partner in Sivilian, LLC, a firm that represents corporate clients in healthcare, financial services, technology, consumer products and commercial and real estate development opportunities. Mr. Howes is a licensed securities representative with Series 7, 26 and 66 registrations. From 1989 to 1999, Mr. Howes served as Chairman of the Board and President of American Wireless Systems, Inc., a wireless cable television company he co-founded. The entity went public in 1993 and was sold, along with its affiliated entities, in 1996 for \$95 million. Thereafter, Mr. Howes acquired a struggling division of a public company involved in manufacturing for the motorsports industry. Mr. Howes completed a successful turnaround and sold the company in 1999, repeating this success story with another company that served as an Internet portal for automotive and motorsport enthusiasts. Prior to his entrepreneurial efforts, Mr. Howes' business experience included insurance production with Connecticut Mutual Life Insurance Company and Penn Mutual Life Insurance Company; corporate finance origination, venture capital placements and mergers/acquisitions with Diehl, Brown & Associates; and corporate finance for Fitzgerald, DeArmann, and Roberts, a national investment banking firm.

ITEM 8.01 OTHER EVENTS

Coincident with the transactions outlined herein, the Company relocated its corporate offices to 10611 N. Hayden Rd., Suite D106, Scottsdale, Arizona 85260 and will file documentation with the Arizona Department of State to authorize the Company to conduct business in the State of Arizona.

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.

<u>No.</u>	<u>Date</u>	<u>Document</u>
10.01	December 16, 2010	Note Purchase Agreement ⁽¹⁾
10.02	December 16, 2010	Secured Promissory Note to Seatac Digital Resources ⁽¹⁾
10.03	December 16, 2010	Stock Pledge and Escrow Agreement by and between the Company and Seatac Digital Resources, Inc. ⁽¹⁾
10.04	December 16, 2010	Security Agreement by and between the Company and Seatac Digital Resources, Inc. ⁽¹⁾
10.05	December 16, 2010	Guarantor Security Agreement by and between Spectrum Health Network, Inc. and Seatac Digital Resources, Inc. ⁽¹⁾
10.06	December 16, 2010	Guaranty Agreement by and between Spectrum Health Network, Inc. and Seatac Digital Resources, Inc. ⁽¹⁾
10.07	December 16, 2010	Assignment of IP Security Interest ⁽¹⁾
10.08	February 15, 2011	Consulting Agreement with Back Office Consultants, Inc.*
10.09	February 15, 2011	Agreement, Acknowledgment and Consent between the Company and Seatac*
10.10	February 15, 2011	Joint Direction to Release Pledged Interests from Escrow*
10.11	February 15, 2011	Trademark Assignment and Agreement*
10.12	February 15, 2011	Exclusive Licensing, Distribution and Advertising Sales Agreement*
10.13	February 15, 2011	Resignation of Robert Cambridge*

* Filed herewith.

⁽¹⁾ Filed as an exhibit to the Company's Current Report on Form 8-K filed with the Commission on December 22, 2011.

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.

Dated: February 18, 2011

AMHN, INC.

By: /s/ Jeffrey D. Howes
Jeffrey D. Howes
Chief Executive Officer

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT, made as of the 15th day of February, 2011, with an effective date of January 1, 2011, by and between BACK OFFICE CONSULTANTS, INC., a Florida corporation located at 325 Whitfield Avenue, Sarasota, Florida 34243 (hereinafter referred to as "Consultant") and AMHN, INC., a Nevada corporation located at 100 North First Street, Suite 104, Burbank, California 91502 (hereinafter referred to as the "Company").

WHEREAS, the Company desires to obtain the benefit of the services of Consultant in connection with corporate structure, accounting and financial services, public company compliance issues, and reporting requirements with the Securities and Exchange Commission, and transactions of a similarly related nature; and

WHEREAS, Consultant desires to render such services to the Company.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and the acts herein described, it is agreed between the parties as follows:

1. **Term of Agreement.** The Company hereby engages and retains Consultant and Consultant hereby agrees to render consulting services to the Company for a period of one year commencing as of the date of this Agreement.
2. **Services to be Rendered.** The services to be rendered by Consultant shall consist of business advice concerning opinions desired by the Company from Consultant on matters above-referenced in connection with the operation of the business of the Company. Consultant shall have the sole discretion as to the form, manner and place in which said advice shall be given, and shall at no time be under any obligation whatsoever to render a written opinion or report in connection with any advice it may give to the Company concerning any matters of the Company with regard to its business. An oral opinion by Consultant to the Company shall be considered sufficient compliance with the requirements of this paragraph. At the Company's request, Consultant shall also seek out, meet with and negotiate with companies and other entities to be considered for mergers with, or acquisition by, the Company. Consultant, when reasonably requested by the Company, shall devote only such time as Consultant may deem necessary to the matters of the Company, and shall not by this agreement be prevented or barred from rendering services of the same or similar nature, as herein described, or services of any nature whatsoever for or on behalf of persons, firms or corporations other than the Company.
3. **Consideration.** As consideration for the Consultant's services hereunder, Consultant shall receive a fee of \$7,000 per month, payable in advance on the first day of each month. The Company agrees to reimburse all expenses incurred by Consultant on behalf of the Company promptly upon receipt of documentation, although Consultant agrees that all travel and entertainment expenses must be pre-approved by the Company.

4. Consideration for Other Services. In addition to the payments provided by paragraph three above, on all acquisitions, mergers, or other similar business combinations that the Company may consummate during the term of this Agreement, which were introduced or initiated directly or indirectly by Consultant or for which the Company requested the Consultant's assistance or participation, the Company shall pay Consultant an amount negotiated between the Company and the Consultants prior to the Consultant performing any such work. Such payment will take into account the form of the transaction and the types of consideration being conveyed.

5. Exclusions. This Agreement specifically excludes financial responsibility by Consultant for any fees incurred on behalf of the Company related to legal, accounting, printing, filing, shipping, or any other ancillary costs that may be incurred to consummate transactions for the Company. The Consultant agrees to inform the Company's management of all foreseeable fees and the Company agrees to pay the incurred fees as directed by the Consultant.

6. Entire Agreement. This instrument contains the entire agreement of the parties. There are no representations or warranties other than as contained herein. The Company shall indemnify and hold harmless the Consultant from and against any losses, claims, damages or liabilities related to or arising out of, any services rendered to the Company pursuant to the terms of this Agreement. No waiver or modification hereof shall be valid unless executed in writing with the same formalities as this Agreement. Waiver of the breach of any term or condition of this Agreement shall not be deemed a waiver of any other or subsequent breach, whether of like or of a different nature.

7. Florida Law. This Agreement shall be construed according to the laws of the State of Florida (exclusive of the conflicts of law provisions thereof) and shall be binding upon the parties hereto, their successors and assigns.

8. Venue. The Consultant and the Company each agree that any legal or equitable action or proceeding with respect to this Agreement shall be brought in any Federal or State court of competent jurisdiction located in the County of Manatee, Sarasota, Florida, and by execution and delivery of this Agreement, each accepts for themselves and their property, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts and any related appellate court with respect to this Agreement, and irrevocably agree to be bound by any judgment rendered thereby in connection with this Agreement, and irrevocably waive any obligation they may not or hereafter have as to the venue of any such action or proceeding brought in such a court or that such court is an inconvenient forum. The Company and the Consultant each consent to the service of process of any of the aforementioned courts in any such action or proceeding by mailing of copies thereof by registered mail, postage prepaid, such service to become effective three business days after such mailing. In any such proceeding, the prevailing party shall be entitled to an award of fees and disbursements of counsel.

9. Waive Jury Trial. The Company and the Consultant each hereby waive trial by jury in any judicial proceeding brought by either of them with respect to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BACK OFFICE CONSULTANTS, INC.

By: /s/ Donald R. Mastropietro
Donald R. Mastropietro, President

AMHN, INC.

By: /s/ Robert Cambridge
Robert Cambridge, President

AGREEMENT, ACKNOWLEDGMENT AND CONSENT

AMHN and the Guarantor hereby (i) acknowledge, agree and reaffirm that (a) the Loan Documents as listed on Schedule 1 attached hereto and made a part hereof, constitute legal, valid and binding obligations of AMHN and the Guarantor, enforceable against each of them in accordance with their terms, (b) AMHN and the Guarantor are liable, without defense, offset or counterclaim of any kind or nature to Seatac in an amount equal to the Debt, and (c) the Debt is secured by a properly perfected first priority security interest in all of the assets of AMHN and the Guarantor, (ii) acknowledge and agree that AMHN and the Guarantor have agreed to exchange the security interest in the Collateral described on Schedule 2 attached hereto and made a part hereof, in full satisfaction of the Debt, and (iii) waive any notice required (or any noncompliance with any notice requirement) under Nevada and Delaware statutes.

Each of AMHN and the Guarantor does hereby release and forever discharge Seatac and (a) all affiliates, subsidiaries (direct and indirect) parent companies (direct and indirect) and controlling persons of Seatac, (b) all present and former officers, directors, stockholders, partners, employees, attorneys, agents and other representatives of Seatac, and each of the persons and entities referenced in clause (a), and (c) all predecessors, successors, successors-in-interest, assigns, heirs, executors, administrators and representatives of Seatac, and the persons and entities referenced in either of clauses (a) or (b), from any and all Claims (as defined below). As used herein, the term "Claims" shall be interpreted in its broadest possible sense and shall mean any and all actions, causes of action, counterclaims, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, rights, claims, demands, liabilities, losses, rights to reimbursement, subrogation, indemnification or other payment, costs or expenses, whether in law or in equity, of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, and whether representing a past, present or future obligation, that are connected with, arise out of, relate to or are otherwise based as a whole or in part on any acts, omissions, facts, matters, transactions or occurrences prior to the date hereof, directly or indirectly relating to any aspect of any of the dealings or relationships between AMHN or the Guarantor, on the one hand, and Seatac and the other persons or entities listed in clauses (a)-(c) above, on the other hand. Without limiting the generality of the foregoing, the terms "Claims" shall include the Loan Documents. Each of AMHN and the Guarantor further agree not to exercise any right or remedy or take any action whatsoever (whether directly or indirectly, individually or in participation with others) against Seatac, and the other persons or entities listed in clauses (a)-(c) with respect to the Claims.

AMHN and the Guarantor further agree to execute such further documents and perform such further acts as may be reasonably necessary to effect the transfer of Collateral to Seatac, including, without limitation, (a) executed a transfer and assignment of the Spectrum Mark in a form reasonably acceptable to Seatac, (b) executing a joint instruction to escrow agent in order to release the Spectrum Health Network, Inc. stock certificate from escrow under the Pledge Agreement and delivering same, duly endorsed for transfer or with a duly executed stock power attached, together with any applicable stamp taxes or transfer fees, and (c) delivering all books and records of Spectrum Health Network, Inc. in the possession of AMHN to Seatac.

By signing below, Seatac, AMHN and the Guarantor agree to the foregoing and consent to Seatac's acceptance of the Collateral in full satisfaction of the \$547,115.30 Debt as described herein.

Dated this 15th day of February, 2011.

AMHN, INC.

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

SEATAC DIGITAL RESOURCES, INC.

By: /s/ Robin Tjon
Robin Tjon
President

GUARANTOR:

SPECTRUM HEALTH NETWORK, INC.

By: /s/ Jill Rollo
Jill Rollo
President

THE NOTE AND RELATED CHARGES

Note	Principal Amount	Accrued and Unpaid Interest	Total Value
Secured Promissory Note Dated December 16, 2010	\$ 543,541.39	\$ 3,573.91	\$ 547,115.30
TOTAL	\$ 543,541.39	\$ 3,573.91	\$ 547,115.30

THE COLLATERAL

1. All rights, title and interest of AMHN in the 1,000 shares of common stock of Spectrum Health Network, Inc. represented by shares certificate number 3, which is held by Smith & Associates as escrow agent pursuant to the Pledge Agreement.
2. All rights, title and interest of AMHN and Spectrum Health Network, Inc. in the mark "Spectrum Health Network, Inc." and the goodwill associated with such mark.
3. All books and records of Spectrum Health Network, Inc. held by AMHN.

JOINT DIRECTION TO RELEASE PLEDGED INTERESTS FROM ESCROW

February 15, 2011

John Holt Smith, Esq.
Smith & Associates
415 Stunt Rd.
Calabasas, CA 91302

Dear Mr. Smith:

Reference is made to that certain Stock Pledge and Escrow Agreement (the "Agreement") dated December 16, 2010, by and between AMHN, Inc., a Nevada corporation ("AMHN"), Seatac Digital Resources, Inc. ("Seatac") and Smith & Associates, pursuant to which Smith & Associates is holding in escrow a certain certificate representing shares of stock (the "Pledged Interests") of AMHN's subsidiary, Spectrum Health Network, Inc.

Notwithstanding anything to the contrary in the Agreement, the undersigned, AMHN and Seatac, hereby give this joint written instruction to Smith & Associates to deliver, as soon as practicable, from the escrow established pursuant the Agreement, share certificate number 3 representing 1,000 shares of common stock of Spectrum Health Network, Inc. Upon delivery of the foregoing, the undersigned hereby releases, remises, acquits, satisfies, and forever discharges Smith & Associates of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, notes, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law or inequity, that AMHN and Seatac jointly and severally ever had, now has, or that any personal representative, successor, heir, or assign or releasor hereafter can, shall, or may have, against Smith & Associates, for, upon, or by reason of any matter, cause, or thing whatsoever, up to an including the date of this Release.

AMHN and Seatac each intends that this Release shall apply to all affiliate corporations of Smith & Associates, and to its and their respective predecessors, successors, and assigns, and to all of its and their past, present, and future officers, directors, agents, and employees, and their respective heirs and legal representatives.

The undersigned hereby waives any claim or right to assert any claim whatsoever, known or unknown, which has been, through oversight or error, intentionally or unintentionally, omitted from this Release.

This Release shall be binding on all individual parties, their heirs, executors, administrators, and assigns, and all corporate parties, their predecessors, successors, subsidiaries, parents, and assigns. The undersigned further agree to indemnify and hold Smith & Associates harmless for any action taken in accordance with this joint written instruction.

Sincerely,

AMHN, INC.

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

SEATAC DIGITAL RESOURCES, INC.

By: /s/ Robin Tjon
Robin Tjon, President

Acknowledged and Agreed:

SPECTRUM HEALTH NETWORK, INC.

By: /s/ Jill Rollo
Jill Rollo, President

TRADEMARK ASSIGNMENT AND AGREEMENT

TRADEMARK ASSIGNMENT AND AGREEMENT (this "Assignment Agreement") is made effective as of February 15, 2011 (the "Effective Date"), by and between SEATAC DIGITAL RESOURCES, INC., a Delaware corporation (the "Assignee"), and AMHN, INC., a Nevada corporation (the "Assignor"). This Assignment Agreement is made as part of Assignee's acceptance of collateral in full satisfaction of debt owed by Assignor to Assignee.

WHEREAS, Assignor owns an interest in the mark "Spectrum Health Network, Inc." (the "Spectrum Mark"), and the goodwill of the business symbolized by such mark, and

WHEREAS, in connection with the full satisfaction of a certain Secured Promissory Note from AMHN to Seatac dated December 16, 2010, Assignee wishes to acquire any interest Assignor may have in the Spectrum Mark and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers unto Assignee, Assignor's entire right, title and interest in and to the following:

- a) The Spectrum Mark;
- b) All logos and phrases related to the Spectrum Mark; and
- c) The goodwill associated with Assignor's interest in the Spectrum Mark.

2. Counterparts. This Assignment Agreement may be signed in one or more counterparts, each of which shall be an original and all of which shall be considered one and the same agreement, and shall become effective when both parties have received a counterpart signed by the other party.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment Agreement to be executed by its duly authorized officer as of the date written above.

SEATAC DIGITAL RESOURCES, INC.

By: /s/ Robin Tjon
Robin Tjon, President

AMHN, INC.

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

EXCLUSIVE LICENSING, DISTRIBUTION AND ADVERTISING SALES AGREEMENT

THIS EXCLUSIVE LICENSING, DISTRIBUTION AND ADVERTISING SALES AGREEMENT is made as of this 15th day of February, 2011 ("Effective Date") between the following parties: Spectrum Health Network, Inc., a corporation organized and existing under the laws of State of Delaware ("Licensor" or "Spectrum"), Seatac Digital Resources, Inc., a corporation organized and existing under the laws of the State of Delaware and owner of Spectrum ("Seatac"), and AMHN, Inc., a corporation organized and existing under the laws of State of Nevada ("Distributor" or "AMHN").

RECITALS

WHEREAS, prior to the date of the Agreement, AMHN owed Spectrum; and

WHEREAS, Seatac had previously provided funding to AMHN and was issued a promissory note (the "Note") from AMHN, the payment of which was guaranteed by Spectrum and the stock of Spectrum was collateral for the Note (the "Collateral"); and

WHEREAS, AMHN was unable to pay the Note; and

WHEREAS, the parties agreed to satisfy the payment of the Note through the transfer of the Collateral to Seatac and this Agreement to AMHN; and

WHEREAS, Licensor desires to grant Distributor a license for a definite term to promote, distribute and sell certain products and software developed and sold by Licensor and bearing its mark in the "Territory" as that term is defined herein;

WHEREAS, the Distributor desires to actively promote, distribute and sell the products in the "Territory" on the following terms and conditions:

COVENANTS

In consideration of their mutual covenants and agreements contained herein and the mutual benefits to be derived therefrom, the parties, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1

DEFINITIONS

In this Agreement, the following terms shall have the following meanings:

1.1 Agreement. The term "**Agreement**" when used herein means this document and any annex, exhibit, attachment, schedule, addendum or modification hereto, unless the context otherwise indicates.

1.2 Products. The term "**Products**" means all current and future Spectrum products and/or services developed by or for Licensor or promoted for sale by Licensor, specifically services pertaining to the digital signage waiting room network built for the multispecialty group practice and independent physician associations ("IPAs") including (i) network subscriptions sold to multispecialty group practices and IPAs for software, hardware and content developed for and distributed by Licensor, and (ii) advertising spots on Spectrum's network. The Products shall include the hardware, software, software upgrades, spare or constituent parts of such products.

1.3 Customer. The term "**Customer(s)**" when used herein means any purchaser of the "**Products**" sold by Distributor.

1.4 Confidential Information. The term "**Confidential Information**" when used herein means and includes specifications, suppliers, vendors, contractors, producers, manufacturers, facilities, employees, salesmen, sales presentations, contract verification procedures, billing and collection practices and procedures, software packages and combinations, advertising response ratios, sales figures, income and expense figures, all of which are owned by Licensor or Distributor and regularly used in the operation of Licensor's or Distributor's business, and all other information, whether or not reduced to writing, relating to the manufacture, marketing, promotion, distribution and sale of the Products, as well as any other information relating to the business of Licensor or Distributor that may be divulged to the Distributor or Licensor in the course of its performance of this Agreement and that is not generally known in the trade.

1.5 Trademarks. The term "**Trademark**" when used herein means any marks owned by Spectrum.

1.6 Contract Year. The term "**Contract Year**" when used herein means a twelve month period commencing on the Effective Date.

1.7 Territory. The term "**Territory**" when used herein means the southeastern United States.

1.8 Affiliate. The term "**Affiliate**" when used herein means any person or entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with a specified person or entity. For purposes hereof, the terms "control," "controlled," or "controlling" with respect to a specified person or entity shall include, without limitation: (i) the ownership, control or power to vote fifty percent (50%) or more of (x) the outstanding shares of any class of voting securities or (y) beneficial interests, of any such person or entity, as the case may be, directly or indirectly, or acting through one or more persons or entities; (ii) the control in any manner over the managing member(s) or the election of a majority of directors or trustees (or persons exercising similar functions) of such person or entity; or (iii) the power to exercise, directly or indirectly, control over the management or policies of such person or entity.

ARTICLE 2

SCOPE OF AGREEMENT

2.1 Appointment of Distributor. On the terms of this Agreement, Licensor hereby appoints Distributor as the exclusive distributor of the Products in the Territory. The Licensor shall refer any and all inquiries relating to the Products in the Territory to the Distributor.

2.2 Distribution Outside Territory. The Distributor shall limit its sales activities with respect to the Products to Customers located in the Territory and shall refrain from any marketing or sale of the Products outside the Territory. No marketing or direct or indirect sale of the Products outside the Territory shall be permitted via catalogues, the internet or any other medium. Notwithstanding the above, Distributor may submit to Licensor in writing any potential Customer not located in the Territory that Distributor has an existing relationship with and that Distributor desires to contact regarding the Products. Upon written authorization by Licensor (at its sole discretion), Distributor may contact such approved potential Customer and would receive the commission described in Exhibit "B" upon such commission being earned.

2.3 Expenses. The Distributor agrees that it shall incur no expense chargeable to Licensor, except as may be specifically authorized in advance in writing in each case by Licensor.

2.4 Competition. Unless specifically authorized in writing by Licensor, during the term of this Agreement, the Distributor shall not distribute, market, promote, sell, or offer to sell, or act as a distributor or sales agent for the solicitation of orders for any items that are competitive with any of the Products.

2.5 No Manufacture Rights. The Distributor shall have no rights under this Agreement to manufacture any of the Products unless approved in writing by Licensor.

ARTICLE 3

DISTRIBUTOR COMPENSATION

3.1 Commissions. Distributor will earn a commission as detailed on Exhibit "B" upon the completion of an approved contract (at the sole discretion of Licensor) and the written acceptance by the Customer of the Product by a Customer introduced to Licensor's Products by Distributor.

3.2 Payment. Earned commissions will be paid monthly as revenue is received from the Customer on or about the 20th of the month following receipt.

ARTICLE 4

WARRANTIES AND OBLIGATIONS OF THE DISTRIBUTOR OR LICENSOR

4.1 Sales Promotion. At all times, the Distributor shall use commercially reasonable efforts to promote the sale of the Products to potential Customers within the Territory.

4.2 Aftermarket Support by Licensor and Technical Training. The Licensor shall provide free, full and complete twenty four hour telephone customer service support pertaining to the use of the Products in the Territory. In addition, Licensor will make Spectrum technicians available at its offices to train Distributor's technicians up to twice per calendar year depending on the needs of the Distributor.

4.3 Marketing Material. The Licensor shall provide a copy of all marketing materials and updates to marketing materials to the Distributor free of charge.

4.4 Software Applications. Distributor may develop, at its sole cost, any applications for its Territory which must be approved by Licensor which approval shall not be unreasonably withheld, conditioned or delayed. Any applications developed by Distributor will be provided free of any cost to Licensor for use in its business.

4.5 Anti-Solicitation. The Distributor warrants that it will not either directly or indirectly market or solicit orders or accept orders from third parties, if Distributor has knowledge that such third parties intend to sell such orders outside the Territory.

4.6 Distributor Additional Duties.

(i) Distributor shall exercise commercially reasonable efforts to safeguard the prestige and goodwill represented by the Trademark, and the image(s) associated therewith.

(ii) Distributor shall not use or register any trademark, trading style or trade name which is identical to or closely resembles the Trademark or any substantial part or parts thereof.

(iii) Distributor shall not use the Trademark as or incorporated into a domain name for internet use, unless: (i) Distributor obtains the prior written consent of Licensor which Licensor may withhold at its sole and absolute discretion; (ii) registration of such domain name shall be in the name of Licensor, and contain the contact details of Licensor. In addition, Distributor shall only use the domain name for the purposes of selling Products in the Territory and for the avoidance of doubt the Distributor herein acknowledges that it shall not knowingly accept orders for the Products or sell products to any person or entity outside the Territory except in accordance with Section 2.2 above, or to any person or entity for re-sale of out the Territory.

ARTICLE 5

CONFIDENTIALITY AND PROPRIETARY RIGHTS

5.1. Confidential Information. The Distributor acknowledges that the Confidential Information comprises valuable trade secrets and is proprietary to the Licensor. The Distributor shall hold in strict confidence the Confidential Information and shall not disclose the same to any other person, firm or corporation except as reasonably required to perform its obligations under the Agreement and solely if the Distributor obtains the prior written consent of Licensor for such disclosure of Confidential Information.

The Licensor acknowledges that the Confidential Information comprises valuable trade secrets and is proprietary to the Distributor. The Licensor shall hold in strict confidence the Confidential Information and shall not disclose the same to any other person, firm or corporation except as reasonably required to perform its obligations under the Agreement and solely if the Licensor obtains the prior written consent of the Distributor for such disclosure of Confidential Information.

5.2. Use of Confidential Information. The Distributor shall not use for any purpose other than implementation of this Agreement any portion of the Confidential Information supplied by Licensor hereunder or any patent, trademark or other industrial property right of Licensor, nor copy any design of the Products. The Licensor shall not use for any purpose other than implementation of this Agreement any portion of the Confidential Information supplied by the Distributor.

5.3. Trademarks and Trade Names. The Distributor shall not register any of Trademarks or any mark or name closely resembling them. Distributor agrees to execute and deliver to Licensor such documents as Licensor may require registering Distributor as a registered user or permitted user of the Trademark. In addition, Distributor agrees to follow Licensor's instructions for proper use thereof in order that protection and/or registration for the Trademark may be obtained or maintained.

5.4. Protection of Proprietary Rights. The Distributor agrees to cooperate with and assist Licensor, at Licensor's expense, in the protection of Trademarks, patents or copyrights owned by or licensed to Licensor and shall inform Licensor immediately of any infringements or other improper action with respect to such Trademarks, patents or copyrights that shall come to the attention of the Distributor. The Licensor and the Distributor shall thereupon confer together as to what steps, if any, are to be taken to stop or prevent such infringement. The Licensor agrees to use commercially reasonable efforts to stop any such infringements but shall not be obliged to commence proceedings against the infringer. If Licensor decides to commence proceedings, however, Licensor shall be responsible for attorneys' fees and costs incurred in connection with said proceeding and will retain any damages recovered. The Distributor agrees, if necessary, to be named by Licensor as a party in any action against an infringer, provided the costs of defense of the Distributor are paid by Licensor. If Licensor does not commence proceedings, the Distributor at its sole cost and expense may commence proceedings after it obtains the prior written consent of Licensor which consent shall not be unreasonably withheld, conditioned, or delayed. If the Distributor commences proceedings it may retain any damages recovered.

ARTICLE 6

TERM AND TERMINATION

6.1. Term. Unless terminated as provided in Section 8.2 below or by mutual written consent, this Agreement shall continue in full force and effect for an initial term expiring three years after the Effective Date. The term of this Agreement will thereafter be renewed automatically by one year periods unless written notice to the contrary is delivered to either party by the other party at least thirty days prior to the end of the term. All terms of this Agreement shall apply to the extension period(s).

6.2. Termination with Cause. This Agreement may be terminated by the Licensor, at its sole discretion, prior to expiration of the initial three year term for cause by prior written notice to the Distributor as follows:

6.2.1. By Licensor, in the event the Distributor should fail to perform any of its material obligations hereunder and should fail to remedy such non-performance within thirty (30) calendar days after receiving written demand therefor;

6.2.2. By Licensor, effective immediately, if the Distributor should become the subject of any voluntary or involuntary bankruptcy, receivership or other insolvency proceedings or make an assignment or other arrangement for the benefit of its creditors, or if such party should be nationalized or have any of its material assets expropriated;

6.4. Rights of Parties on Termination or Expiration. The following provisions shall apply on the termination or expiration of this Agreement:

6.4.1. All commissions earned by Distributor will be paid in accordance with the terms of Article 3 regardless of the reason for the termination or expiration of the Agreement.

6.4.2. All indebtedness of the Distributor to Licensor shall become immediately due and payable without further notice or demand.

6.5. Non-renewal. Each party acknowledges that the other party may at its sole and absolute discretion refrain from renewing this Agreement beyond the initial three year term of this Agreement. As such, under no circumstances shall either party be liable to the other party (in law or in equity) solely by reason of non renewal of this Agreement.

ARTICLE 7

GENERAL PROVISIONS

7.1. Entire Agreement. This Agreement, including the exhibits hereto, represents the entire agreement between the parties on the specific subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between them with respect thereto. No modification or renewal of this Agreement will be effective unless in writing and signed by both parties.

7.2. Notices. All notices under this Agreement shall be in English and shall be in writing and given by: (i) registered overnight airmail and (ii) telefax or email, addressed to the parties at the addresses immediately below their respective signatures hereto, or to such other address of which either party may advise the other in writing. Notices will be deemed given when sent.

NOTICES:

Distributor:

AMHN, Inc.
3547 53rd Avenue W., #134
Bradenton, FL 34210
Phone: (888) 245-4168

Licensor:

Spectrum Health Network, Inc.
555 H Street, Suite H
Eureka, CA 95501
Phone: (707) 444-6617

7.3. Force Majeure. Neither party shall be in default hereunder by reason of any failure or delay in the performance of any obligation under this Agreement where such failure or delay arises out of any cause beyond the reasonable control and without the fault or negligence of such party. Such causes shall include, without limitation, storms, floods, other acts of nature, fires, explosions, riots, war or civil disturbance, strikes or other labor unrests, embargoes and other governmental actions or regulations that would prohibit either party from performing any aspects of the obligations hereunder, delays in transportation, and inability to obtain necessary labor, supplies or manufacturing facilities.

7.4. Severability. The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof.

7.5. Applicable Law and Attorneys' Fees. This Agreement shall be construed and interpreted in accordance with, and governed by, the substantive laws of the State of California in the United States of America. If either Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees.

7.6. Waiver. The Distributor and Licensor agree that the failure of Licensor or Distributor at any time to require performance by the Distributor or Licensor of any of the provisions herein shall not operate as a waiver of the right of Licensor or Distributor to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

7.7. Headings. Any headings used herein are for the convenience in reference only and are not part of this Agreement, nor shall they in any way affect the interpretation hereof.

7.8. Survival. All obligations of a continuing nature, shall survive the termination or expiration of this Agreement for any reason.

7.9. The Distributor. The term "Distributor" shall include the Distributor and its respective principals, employees, parents, subsidiaries and Affiliates.

IN WITNESS WHEREOF, Licensor and the Distributor have caused this instrument to be executed by their duly authorized employees, as of the day and year first above written.

"Distributor"

AMHN, Inc.

By: /s/ Robert Cambridge
Robert Cambridge, President

"Licensor"

SPECTRUM HEALTH NETWORK, INC.

By: /s/ Jill Rollo
Jill Rollo, President

SEATAC DIGITAL RESOURCES, INC.

By: /s/ Robin Tjon
Robin Tjon, President

Exhibit "A"

PARTIAL LIST OF LICENSOR'S POTENTIAL PRODUCTS

- Subscriptions to digital signage network designed for multispecialty practices and IPAs
- Advertising spots on content for digital signage network
- Any additional products sold and/or offered in connection with digital signage network/content produced by Licensor

Exhibit "B"

COMMISSIONS

The Distributor will receive Commissions on receipt by Licensor of Customer revenue as follows:

- Thirty percent (30%) of subscription price for each office location sold in the Territory.
- Thirty percent (30%) of gross advertising sold on Licensor's network.

Notwithstanding the above or any provision of Article 3, the commission payment on any Customer in Distributor's Territory that is deemed to be a "corporate account" by Licensor (at its sole but reasonable discretion) will be equal to 20%.

All commissions will only be earned in accordance with Article 3.

Exhibit 10.13 – Resignation of Robert Cambridge

February 15, 2011

AMHN, Inc.
100 North First Street
Suite 104
Burbank, CA 91502

Effective immediately, please consider this letter my resignation as the sole officer and director of AMHN, Inc. My resignation was not the result of a disagreement with the Company or any matter relating to the Company's operations, policies, or practices.

Sincerely,

/s/ Robert Cambridge

Robert Cambridge