

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

FORM 10-K/A

Amendment No. 2

ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended December 31, 2010

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-33720

HSW INTERNATIONAL, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

33-1135689
(I.R.S. Employer
Identification No.)

Six Concourse Parkway, Suite 1500
Atlanta, GA 30328

(Address of principal executive offices, including zip code)

(404) 364-5823
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class
Common Stock, \$0.001 Par Value

Name of each exchange on which registered
NASDAQ Capital Market

Securities registered pursuant to Section 12(g) of the Act: **None.**

Indicate by check mark if the Registrant is a well-known seasoned issuer (as defined in Rule 405 of the Securities Act).

Yes No

Indicate by check mark if the Registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes No

Indicate by check mark whether the Registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, during the preceding 12 months (or for such shorter period that the Registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files).

Yes No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of Registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the Registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See definition of "large accelerated filer", "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Act (Check one):

Large accelerated filer
Non-accelerated filer
(Do not check if a smaller reporting company)

Accelerated filer
Smaller reporting company

Indicate by check mark whether the Registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes No

At March 28, 2011, 5,424,455 shares of the Registrant's common stock, \$0.001 par value per share, were outstanding. The aggregate market value of the common stock held by nonaffiliates of the registrant was approximately \$4,360,430 as of June 30, 2010, based on the closing price of the Common Stock on that date on the Nasdaq Global Market. Shares of common stock held by each executive officer and director and by each person who owns 10% or more of the outstanding common stock have been excluded in that such person might be deemed to be an affiliate. This determination of affiliate status might not be conclusive for other purposes.

Documents incorporated by reference: None.

EXPLANATORY NOTE

This Amendment No. 2 amends our Annual Report on Form 10-K for the year ended December 31, 2010 initially filed with the Securities and Exchange Commission on March 29, 2011 (the "Original Filing") and previously amended by Amendment No. 1 on Form 10-K/A filed with the SEC on April 4, 2011 (together with the Original Filing, the "Form 10-K"). This Amendment No. 2 is being filed to restore provisions of Exhibit 10.39 that we had originally requested be treated confidentially. The restoration of the redacted provisions is being made at the request of the staff of the Securities and Exchange Commission. We also made corresponding changes to the Exhibit Index in Item 15 of Part IV.

Except as set forth above, the Form 10-K has not been amended, updated or otherwise modified, and does not reflect events occurring after March 29, 2011, the date of the Original Filing, or modify or update those disclosures that may have been affected by subsequent events.

This Amendment No. 2 includes currently dated certifications from the Company's Chief Executive Officer and Chief Financial Officer, as required by Sections 302 and 906 of the Sarbanes-Oxley Act of 2002, attached as Exhibits 31.1, 31.2 and 32 to this Amendment No. 2.

PART IV

ITEM 15. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES

SCHEDULE II: VALUATION AND QUALIFYING ACCOUNTS

For the years ended December 31, 2010, and 2009:

Schedule II
 HSW International, Inc.
 Valuation & Qualifying Accounts

Classification	Balance at beginning of year	Additions charged to costs and expenses	Deductions	Balance at end of year
Year ended December 31, 2010:				
Allowance for doubtful accounts	\$ —	\$ —	\$ —	\$ —
Valuation allowance for deferred taxes	\$ 19,081,594	\$ 1,922,775	\$ 4,530	\$ 20,999,839
Year ended December 31, 2009:				
Allowance for doubtful accounts	\$ 15,343	\$ —	\$ 15,343	\$ —
Valuation allowance for deferred taxes	\$ 15,108,498	\$ 3,973,096	\$ —	\$ 19,081,594

All other schedules have been omitted because they are not required, not applicable, or the required information is otherwise included.

(b) Exhibits.

Exhibit Number	Description of Document	Registrant's Form	Dated	Exhibit Number	Filed Herewith
2.1	Agreement and Plan of Merger, dated as of April 20, 2006, among HowStuffWorks, Inc., HSW International, Inc., HSW International Merger Corporation and INTAC International, Inc.	S-4/A	07/10/07	Annex A	
2.2	First Amendment to Agreement and Plan of Merger, dated January 29, 2007, among HowStuffWorks, Inc., HSW International, Inc., HSW International Merger Corporation and INTAC International, Inc.	S-4/A	07/10/07	Annex B	
2.3	Second Amendment to Agreement and Plan of Merger, dated August 23, 2007, among HowStuffWorks, Inc., HSW International, Inc., HSW International Merger Corporation and INTAC International, Inc.	S-1/A	01/14/08	2.3	
2.4	Share Purchase Agreement among INTAC International, Inc., China Trend Holdings Ltd. and Wei Zhou, dated February 15, 2008	8-K	2/20/08	2.4	
2.5†	Agreement and Plan of Merger dated as of November 26, 2008, by and among HSW International, Inc., DS Newco, Inc., DailyStrength, Inc. and Douglas J. Hirsch	8-K	12/03/08	10.25	
2.6 (1)	Asset Purchase Agreement by and among HSW International, Inc., DailyStrength, Inc., DS Acquisition, Inc. and Sharecare, Inc., dated as of October 30, 2009	10-Q	11/16/09	10.28	
3.1	Amended and Restated Certificate of Incorporation of HSW International, Inc., as amended	10-K	4/15/10	3.1	
3.2	Second Amended and Restated Bylaws of HSW International, Inc.	8-K	12/18/07	3.2	
4.1	Specimen certificate of common stock of HSW International, Inc.	S-4/A	07/10/07	4.1	
4.2	HSW International 2006 Equity Incentive Plan	S-8	11/05/07	4.2	
4.3	Registration Rights Agreement among HSW International, Inc., HowStuffWorks, Inc. and Wei Zhou dated as of October 2, 2007	8-K	10/09/07	10.6	

Exhibit Number	Description of Document	Registrant's Form	Dated	Exhibit Number	Filed Herewith
4.4	Registration Rights Agreement among HSW International, Inc. and American investors dated as of October 2, 2007	8-K	10/09/07	10.5	
4.5**	Affiliate Registration Rights Agreement dated as of October 2, 2007	8-K	10/09/07	10.7	
4.6	Common Stock Purchase Warrant dated March 4, 2011 issued to Theorem Capital LLC	8-K	3/10/11	4.6	
10.1	Amended and Restated Stockholders Agreement, dated as of January 29, 2007, among HowStuffWorks, Inc., HSW International, Inc. and Wei Zhou	S-4/A	07/10/07	Annex H	
10.2	First Amendment to Amended and Restated Stockholders Agreement, dated as of December 17, 2007, among HowStuffWorks, Inc., HSW International and Wei Zhou	S-1/A	01/14/08	10.2	
10.3	Contribution Agreement (PRC Territories) between HowStuffWorks, Inc. and HSW International, Inc., dated as of October 2, 2007	8-K	10/09/07	10.2	
10.4	Contribution Agreement (Brazil) between HowStuffWorks, Inc. and HSW International, Inc. dated as of October 2, 2007	8-K	10/09/07	10.1	
10.5	Update Agreement between HowStuffWorks, Inc. and HSW International, Inc. dated as of October 2, 2007	8-K	10/09/07	10.4	
10.6	Stock Purchase Agreement dated as of January 29, 2007 between HSW International, Inc. and Ashford Capital Management, Inc.	S-4/A	07/10/07	Annex I-a	
10.7	First Amendment to Stock Purchase Agreement dated as of August 23, 2007 between HSW International, Inc. and Ashford Capital Partners, L.P.	S-1/A	01/14/08	10.7	
10.8	Stock Purchase Agreement dated as of January 29, 2007 between HSW International, Inc. and Harvest 2004, LLC	S-4/A	07/10/07	Annex I-b	
10.9	First Amendment to Stock Purchase Agreement dated as of August 23, 2007 between HSW International, Inc. and Harvest 2004, LLC	S-1/A	01/14/08	10.9	
10.10	Stock Purchase Agreement dated as of January 29, 2007 between HSW International, Inc. and the Purchasers named therein	S-4/A	07/10/07	Annex I-c	

Exhibit Number	Description of Document	Registrant's Form	Dated	Exhibit Number	Filed Herewith
10.11	First Amendment to Stock Purchase Agreement dated as of August 23, 2007 between HSW International, Inc. and the Purchasers named therein	S-1/A	01/14/08	10.11	
10.12	Stock Purchase Agreement dated April 20, 2006 between HSW International and DWS Finanz-Service GmbH	S-4/A	07/10/07	Annex K	
10.13	First Amendment to Stock Purchase Agreement dated January 29, 2007 between HSW International and DWS Finanz-Service GmbH	S-4/A	07/10/07	Annex L	
10.14**	Amended and Restated Consulting Agreement dated August 23, 2006 between HSW International and Jeffrey T. Arnold	S-4	03/14/07	10.11	
10.14.1**	Amendment No. 1 to the Amended and Restated Consulting Agreement dated August 23, 2006 between HSW International and Jeffrey T. Arnold	8-K	9/23/08	10.14	
10.15	Amended and Restated Letter Agreement between HowStuffWorks, Inc. and HSW International, Inc. related to certain rights in India and Russia dated as of December 17, 2007	S-1/A	01/14/08	10.15	
10.16	Amended and Restated Letter Agreement between HowStuffWorks, Inc. and HSW International, Inc. related to certain trademark rights dated as of December 17, 2007	S-1/A	01/14/08	10.16	
10.17**	Employment Agreement dated October 16, 2001 between INTAC International, Inc. and Wei Zhou (filed by INTAC International, Inc., Commission File No 000-32621)	8-K	10/30/01	10.5	
10.18	Share Purchase Agreement, dated January 29, 2007, among INTAC International, Inc., INTAC International Holdings Limited, INTAC (Tianjin) International Trading Company, Cyber Proof Investments Ltd. and Wei Zhou	S-4/A	07/10/07	Annex R	
10.19	First Amendment to Share Purchase Agreement dated as of August 23, 2007 among INTAC International, Inc., INTAC International Holdings Limited, INTAC (Tianjin) International Trading Company, Cyber Proof Investments Ltd. and Wei Zhou	S-1/A	01/14/08	10.19	
10.20	Termination Agreement by and between HSW International, Inc. and HowStuffWorks, Inc., dated as of December 17, 2007	S-1/A	01/14/08	10.20	
10.21	Stock Purchase Agreement between HSW International, Inc. and the investors named therein, dated February 15, 2008	8-K	2/20/08	10.21	

Exhibit Number	Description of Document	Registrant's Form	Dated	Exhibit Number	Filed Herewith
10.22**	Separation Agreement with J. David Darnell dated May 13, 2008	10-Q	5/15/08	10.22	
10.23†**	2008 Executive Compensation Plan	8-K/A	1/16/09	10.23	
10.24†	Content License Agreement dated September 17, 2008 between HSW International, Inc. and World Book, Inc. and Amendment	10-Q	11/14/08	10.24	
10.25	Form of Director and Officer Indemnification Agreement	8-K	1/16/09	10.1	
10.26**	Letter Agreement by and between HSW International, Inc. and Gregory Swayne dated September 28, 2009	10-Q	11/16/09	10.26	
10.27**	Confidential Separation and Release Agreement dated as of September 28, 2009, by and between HSW International, Inc. and Henry Adomo	10-Q	11/16/09	10.27	
10.29	Subscription Agreement by and between HSW International, Inc. and Sharecare, Inc., dated as of October 30, 2009	10-Q	11/16/09	10.29	
10.30	Secured Promissory Note issued by HSW International, Inc. to Sharecare, Inc., dated as of October 30, 2009	10-Q	11/16/09	10.30	
10.31†	Letter Agreement for Services Agreement by and between HSW International, Inc. and Sharecare, Inc., dated as of October 30, 2009	10-Q/A	1/22/10	10.31	
10.31.1	First Amendment to the Letter Agreement for Services by and between Sharecare, Inc. and HSW International, Inc. dated December 30, 2009	8-K	1/7/10	10.31.1	
10.31.2	Second Amendment to the Letter Agreement for Services by and between Sharecare Inc and HSW International, Inc. dated June 30, 2010	10-Q	8/12/2010	10.35	
10.32	License Agreement dated as of October 30, 2009, by and among HSW International, Inc., Sharecare Inc. ZoCo 1, LLC, Discovery SC Investment, Inc., Oz Works, L.L.C., and Arnold Media Group, LLC	10-Q/A	1/22/10	10.31	
10.33	Sublease Agreement by and between HSW International, Inc. and Sharecare, Inc. dated as of March 30, 2010	8-K	4/5/10	10.33	

Exhibit Number	Description of Document	Registrant's Form	Dated	Exhibit Number	Filed Herewith
10.34**	Letter Agreement by and between HSW International, Inc. and Eric Orme	10-Q	5/14/10	10.34	
10.35**	HSW International, Inc. 2010 Equity Plan	8-K	6/21/10	10.34	
10.37	Senior Revolving Credit Agreement dated March 4, 2011 between HSW International, Inc. and Theorem Capital LLC	8-K	3/10/11	10.37	
10.38	Revolving Promissory Note dated March 4, 2011 issued to Theorem Capital LLC	8-K	3/10/11	10.38	
10.39	Option to Purchase Shares of Common Stock between HSW International Inc. and Sharecare Inc. dated November 17, 2010				X
10.40	Services Agreement effective as of April 19, 2010, between HSW International, Inc. and Discovery Communications, LLC.	10-K	3/29/11	10.40	
14.1	HSW International, Inc. Amended and Restated Code of Business Conduct and Ethics	8-K	4/18/08	14.1	
21.1	Subsidiaries				
23.2.1	Consent of PricewaterhouseCoopers LLP	10-K	3/29/11	23.21.1	
31.1	Certification by the Principal Executive Officer pursuant to Section 240.13a-14 or section 240.15d-14 of the Securities and Exchange Act of 1934, as amended				X
31.2	Certification by the Principal Financial and Accounting Officer pursuant to Section 240.13a-14 or section 240.15d-14 of the Securities and Exchange Act of 1934, as amended				X
32*	Certification by the Principal Executive Officer and Certification by the Principal Financial and Accounting Officer pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				X

(1) Schedules and exhibits have been omitted from the exhibit. A list of omitted schedules and exhibits is set forth immediately following the table of contents of the exhibit. Copies will be provided to the Commission upon request.

† The registrant has requested confidential treatment with respect to certain portions of this exhibit. Such portions have been omitted from this exhibit and have been filed separately with the United States Securities and Exchange Commission.

* This exhibit is hereby furnished to the SEC as an accompanying document and is not to be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of the Section nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934.

**Executive Compensation Arrangement pursuant to 601(b)(10)(iii)(A) of Regulation S-K

SIGNATURES

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized this 24th day of June 2011.

HSW INTERNATIONAL, INC.

By: /s/ Gregory M. Swayne

Name: Gregory M. Swayne

Title: Chief Executive Officer

**Certification pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Gregory M. Swayne, certify that:

1. I have reviewed this Amendment No. 2 to the Annual Report on Form 10-K of HSW International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

Date: June 24, 2011

/s/ Gregory M. Swayne

Gregory M. Swayne
Chief Executive Officer

A signed original of this written statement required by Section 302, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 302, has been provided to HSW International and will be retained by HSW International, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**Certification pursuant to
Section 302 of the Sarbanes-Oxley Act of 2002**

I, Shawn G. Meredith, certify that:

1. I have reviewed this Amendment No. 2 to the Annual Report on Form 10-K of HSW International, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

Date: June 24, 2011

/s/ Shawn G. Meredith

Shawn G. Meredith
Chief Financial Officer

A signed original of this written statement required by Section 302, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 302, has been provided to HSW International and will be retained by HSW International, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**Certification pursuant to Title 18 of the United States Code Section 1350,
as adopted pursuant to Section 906 of Sarbanes-Oxley Act of 2002**

Pursuant to 18 U.S.C. Section 1350, each of the undersigned officers of HSW International, Inc. (the "Company") hereby certifies that this Amendment No. 2 to the Company's Annual Report on Form 10-K for the period ended December 31, 2010 (the "Report") fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934 and that information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company as of, and for, the period presented in the Report.

June 24, 2011

By: /s/ Gregory M. Swayne
Gregory M. Swayne
Chief Executive Officer

June 24, 2011

By: /s/ Shawn G. Meredith
Shawn G. Meredith
Chief Financial Officer

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of the Report or as a separate disclosure document. This certification shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 ("Exchange Act") or otherwise subject to liability under that section. This certification shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act except to the extent this Exhibit 32 is expressly and specifically incorporated by reference in any such filing.

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to HSW International, Inc. and will be retained by HSW International, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

Exhibit 10.39

THIS OPTION AND THE SECURITIES ISSUABLE UPON EXERCISE HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES, AND MAY NOT BE SOLD OR OFFERED FOR SALE, EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO AN AVAILABLE EXCEPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS.

OPTION TO PURCHASE SHARES OF COMMON STOCK

Issue Date: November 17, 2010
Expiration Date: July 30, 2011
Number of Shares subject to: 13,089
Option:
Option Purchase Price: $10\% \times \$68.40 \times 13,089 = \$89,528$
Exercise Price: \$68.40
Holder: HSW International, Inc.

FOR VALUE RECEIVED, Sharecare, Inc., a Delaware corporation (the "*Company*"), hereby grants to the Holder named above (the "*Holder*") the right to purchase from the Company up to the number of shares of the Company's common stock subject to this option (this "*Option*") as set forth above (the "*Option Shares*"). By acceptance of this Option, the Holder agrees to all the terms and conditions hereof.

1. Option Shares; Exercise Price; Payment. Holder has purchased this Option from the Company in exchange for payment of the Option Purchase Price set forth above (the "*Purchase Price*"), which amount has been received by the Company. This Option is exercisable for up to the number of Option Shares set forth above, at the per share exercise price set forth above (the "*Exercise Price*").

2. Exercise Period. This Option may be exercised at any time during the period commencing on the Issue Date identified above and ending at 5:00 p.m., Atlanta local time, on the Expiration Date identified above, unless sooner terminated in accordance with the provisions hereof (the "*Exercise Period*").

3. Method of Exercise. This Option may be exercised in or to all of the Option Shares, but no less than all of the Option Shares, by delivery of the following to the Company at its address set forth on the signature page hereto (or at such other address as it may designate by notice in writing to the Holder): (a) an executed Notice of Exercise in the form attached hereto as *Exhibit A*; (b) payment in United States dollars by check or wire transfer in readily available funds of the aggregate Exercise Price of the Option Shares to be purchased (except as provided in the next sentence); and (c) this Option. Upon exercise of this Option, the Company shall as promptly as practicable, and in any event within 15 days thereafter, execute and deliver to the Holder of this Option a certificate or certificates for the total number of Option Shares for which this Option is being exercised in the name of Holder.

4. Company Agreements.

(a) The Company covenants and agrees that all shares issuable and deliverable to Holder upon exercise of the Option shall, upon issuance and the payment of the Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued and fully paid and non-assessable, and shall be free from all taxes, liens, and charges with respect to the issuance thereof (other than any encumbrances created by or imposed upon the Holder), and shall have the same rights, preferences and privileges, and be subject to the same restrictions, as the Option Shares generally.

(b) The Company further covenants and agrees that during the period within which the Option evidenced hereby may be exercised, the Company will at all times reserve such number of shares as may be sufficient to permit the exercise in full of the Option hereby.

(c) The Company will use reasonable commercial efforts to take all such action to assure that such shares of Option Shares may be issued as provided herein without violation of any applicable law or regulation.

(d) If this Option is mutilated, lost, stolen, or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Option, a new Option, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity, if requested.

5. No Fractional Shares; Share Certificates. No fractional shares shall be issued upon exercise of this Option. If upon exercise of this Option a fractional share results, the Company shall pay the Holder the cash value of that fractional share based on the Exercise Price. The certificates representing any shares purchased upon exercise of this Option shall be delivered to the Holder as soon as practicable after surrender of this Option to the Company (but in no event later than five (5) calendar days after the date of exercise).

6. Adjustment of Exercise Price and Number of Shares. The initial Exercise Price per share shall be subject to adjustment from time to time as hereinafter provided. Upon each adjustment of the Exercise Price, the Holder shall thereafter be entitled to purchase at the Exercise Price resulting from such adjustment, the number of shares obtained by dividing the product of the number of shares purchasable pursuant hereto immediately prior to such adjustment and the Exercise Price immediately preceding such adjustment by the Exercise Price resulting from such adjustment.

(a) Subdivision or Combination of Option Shares. If the Company at any time subdivides its outstanding shares of Option Shares into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision shall be proportionately reduced, and conversely, if the outstanding shares of Option Shares shall be combined into a smaller number of shares, the Exercise Price in effect immediately prior to such combination shall be proportionately increased.

(b) Stock Dividends. If at any time or from time to time the holders of Option Shares (or any shares of stock or other securities at the time receivable upon the exercise of this Option) shall have received or become entitled to receive, without payment therefor, additional shares of Option Shares, or any shares of stock or other securities whether or not such securities are at any time directly or indirectly convertible into or exchangeable for Option Shares, or any rights or options to subscribe for, purchase or otherwise acquire any of the foregoing by way of dividend or other distribution, then and in each such case, Holder hereof shall, upon the exercise of this Option, be entitled to receive, in addition to the number of shares of Option Shares receivable thereupon, and without payment of any additional consideration therefore, the amount of stock and other securities which such Holder would hold on the date of such exercise had it been the holder of record of such Option Shares as of the date on which holders of Option Shares received or became entitled to receive such shares and/or all other additional stock and other securities.

(c) Reorganization, Reclassification, Consolidation, Merger. If any capital reorganization or reclassification of the capital stock of the Company, shall be effected, then, lawful and adequate provision shall be made whereby the Holder shall thereafter have the right to purchase and receive upon the basis and upon the terms and conditions herein specified and in lieu of the Option Shares of the Company immediately theretofore issuable upon exercise or the Options, such shares of stock, securities or properties (including cash paid as partial consideration) (collectively, the "Substitute Securities") as may be issuable or payable with respect to or in exchange for a number of outstanding shares of Option Shares equal to the number of shares of Option Shares issuable upon exercise of the Option immediately prior to such reorganization, or reclassification, and in any such case, appropriate provision shall be made with respect to the rights and interests of the Holder to the end that the provisions hereof shall thereafter be applicable, as nearly equivalent as may be practicable in relation to any Substitute Securities thereafter deliverable upon the exercise thereof. The above provisions of this *Section 6(c)* shall similarly apply to successive reorganizations and reclassification.

(d) Adjustments; Generally. The form of this Option need not be changed because of any adjustment pursuant to this *Section 6*. Upon the occurrence of each adjustment pursuant to this *Section 6*, the Company shall promptly provide to Holder a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted number of Option Shares or other securities issuable upon exercise of this Option (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based.

7. No Stockholder Rights. Nothing contained herein shall be construed as conferring upon the Holder or any other person any rights, preferences or privileges as a stockholder of the Company, until and only to the extent that this Option is exercised for Option Shares.

8. Restrictions on Transfer. Holder hereby acknowledges that neither this Option nor the shares of Option Shares have been registered under the Securities Act of 1933, as amended (the "Securities Act") or any state securities laws, as amended ("Blue Sky Laws"). Holder represents that this Option has been acquired for investment purposes and not with a view to distribution or resale and acknowledges that this Option may not be pledged, hypothecated, sold, made subject to a security interest, or otherwise transferred without (a) an effective registration statement for such Option under the Securities Act and such applicable Blue Sky Laws or (b) an opinion of counsel reasonably satisfactory to the Company that registration is not required under the Securities Act or under any applicable Blue Sky Laws. Transfer of the Option Shares issued upon the exercise of this Option shall be restricted in the same manner and to the same extent as the Option and the other shares of the Company and the certificates, if any, representing such shares of Option Shares shall bear substantially the following legends:

THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY APPLICABLE STATE SECURITIES LAW AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED UNTIL (a) A REGISTRATION STATEMENT UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS SHALL HAVE BECOME EFFECTIVE WITH REGARD THERETO OR (b) IN THE OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY, REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IS NOT REQUIRED IN CONNECTION WITH SUCH PROPOSED TRANSFER.

THE SHARES SUBJECT TO THIS CERTIFICATE ARE SUBJECT TO TRANSFER AND OTHER RESTRICTIONS PURSUANT TO THE TERMS OF THE COMPANY'S (a) INVESTORS' RIGHTS AGREEMENT, (b) RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT, (c) REGISTRATION RIGHTS AGREEMENT AND (d) VOTING AGREEMENT, EACH DATED AS OF OCTOBER 30, 2009. COPIES OF THESE AGREEMENTS MAY BE OBTAINED FROM THE COMPANY'S ASST. SECRETARY.

9. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(i) This Option shall be governed by and construed under the laws of the State of Delaware in all respects as such laws are applied to agreements among Delaware residents entered into and performed entirely within Delaware.

(ii) Any action brought by any party under or in relation to this Option, including without limitation to interpret or enforce any provision of this Option, shall be brought in, and each party agrees to and does hereby submit to the jurisdiction and venue of, any state or federal court located in New Castle County, Delaware.

(iii) THE PARTIES TO THIS OPTION HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO DISPUTES ARISING UNDER THIS OPTION AND CONSENT TO A BENCH TRIAL WITH THE APPROPRIATE JUDGE ACTING AS THE FINDER OF FACT.

(b) LIMITATION OF DAMAGES. UNDER NO CIRCUMSTANCES WILL ANY PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS OPTION OR ITS PERFORMANCE HEREUNDER, INCLUDING LOST PROFITS REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED BY THE PARTY OR ITS AFFILIATES.

(c) Amendment and Waiver. This Option may be amended or modified, and the obligations of the Company and the rights of the holders of the Options may be waived, only upon the written consent of the Company and the Holder.

(d) Successors and Assigns.

(i) The rights under this Option may only be assigned by Holder in accordance with all of the terms and conditions of this Option and the Investors' Rights Agreement, Right of First Refusal and Co-Sale Agreement, Registration Rights Agreement, and Voting Agreement of the Company (collectively, the "Investment Documents") applicable to transfers of shares of Option Shares generally.

(ii) Any assignment of rights permitted hereunder to any assignee or transferee shall only be effective if (A) the transferor, within 10 days after such transfer, furnishes to the Company written notice of the name and address of such transferee or assignee and the securities with respect to which such rights are being assigned and (B) such transferee agrees to be subject to the transfer and other restrictions set forth in this Option and in the other Investment Documents (to the extent required by the terms of such Investment Documents). Except as otherwise expressly provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the parties hereto and their permitted successors, assigns, heirs, executors, and administrators; *provided, however*, that prior to the receipt by the Company of adequate written notice of the transfer of this Option specifying the full name and address of the transferee, the Company may deem and treat the person or entity listed as the holder of this Option in its records as the absolute owner and holder of this Option for all purposes, including the payment of dividends or any redemption price.

(e) Waiver, Delays or Omissions. No waivers of any breach of this Option extended by any party hereto to any other party shall be construed as a waiver of any rights or remedies of any other party hereto or with respect to any subsequent breach. It is agreed that no delay or omission to exercise any right, power, or remedy accruing to any party, upon any breach, default, or noncompliance by another party under this Option, shall impair any such right, power, or remedy, nor shall it be construed to be a waiver of any such breach, default, or noncompliance, or any acquiescence therein, or of or in any similar breach, default, or noncompliance thereafter occurring. It is further agreed that any waiver, permit, consent, or approval of any kind or character on any party's part of any breach, default, or noncompliance under this Option or any waiver on such party's part of any provisions or conditions of this Option must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Option by law, or otherwise afforded to any party, shall be cumulative and not alternative.

(f) Entire Agreement. This Option constitutes the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof and no party shall be liable or bound to any other in any manner by any oral or written representations, Optionies, covenants and agreements, except as specifically set forth herein and therein. Each party expressly represents and Options that it is not relying on any oral or written representations, Optionies, covenants or agreements outside of this Option.

(g) Severability. If one or more of the provisions of this Option should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Option, and this Option shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

(h) Notices. All notices required or permitted hereunder shall be in writing and shall be delivered by: (i) electronic mail during normal business hours, as evidenced by electronic records of transmission; (ii) facsimile transmission during normal business hours, as evidenced by facsimile confirmation; (iii) registered or certified mail with the U.S. postal service, postage prepaid, as evidenced by a return receipt or other records of the postal service; or (iv) correspondence through a nationally recognized overnight courier, as evidenced by the records of such courier. All notices shall be effective upon delivery as shown by the applicable evidence. All communications to the Holder shall be sent to the address as set forth in the records of the Company. The Company shall at all times keep a record of the Holder's contact information. The Company shall provide such information to Holder within two days of a written request. Holder may change its address and other contact information by written notice delivered to the Asst. Secretary of the Company. All communications to the Company shall be sent to the address set forth on the signature page hereto. The Company may change its contact information at any time with written notice to Holder, which shall be provided at least ten days prior to such change.

(i) Counterparts. This Option may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(j) Titles and Subtitles. The titles of the sections and subsections of this Option are for convenience of reference only and are not to be considered in construing this Option.

(k) Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

[Signatures are on the following page]

IN WITNESS WHEREOF, the parties have executed this Option as of the date first written above.

"COMPANY":

SHARECARE, INC.

By: /s/ Colin Daniel
Colin Daniel
Vice President, Finance

Address: Sharecare, Inc.
Terminus 100
3280 Peachtree Road Suite 600
Tel: (404) 835-5718
Fax: (914) 931-4702

"HOLDER":

HSW INTERNATIONAL, INC.

By: /s/ Bradley T. Zimmer
Bradley T. Zimmer
Executive Vice President & General Counsel