

08-23-2000

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**



101439522

MUD  
17-27-00

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New		<input checked="" type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)		<input type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
Document ID # <input type="text"/>			Effective Date Month Day Year
<input type="checkbox"/> Correction of PTO Error		<input type="checkbox"/> Merger	<input type="text"/>
Reel # <input type="text"/> Frame # <input type="text"/>		<input type="checkbox"/> Change of Name	
<input type="checkbox"/> Corrective Document		<input type="checkbox"/> Other	<input type="text"/>
Reel # <input type="text"/> Frame # <input type="text"/>			

**Conveying Party**  Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization

**Receiving Party**  Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)   
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

08/22/2000 MTHAI1 00000160 1539571

01 FC:481  
02 FC:482

40.00 BP  
25.00 BP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**TRADEMARK**  
REEL: 002124 FRAME: 0077

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

(314) 259-2699

Name

Roxana Wizorek, Esq.

Address (line 1)

Bryan Cave LLP

Address (line 2)

211 North Broadway, Suite 3600

Address (line 3)

St. Louis, MO 63102-2750

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments

#

3

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1539571	<input type="text"/>	<input type="text"/>
1507496	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved

#

65.00

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

02-4467

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Roxana Wizorek

Name of Person Signing

Signature

7/27/00

Date Signed

# **TRADEMARK ASSIGNMENT AGREEMENT**

**THIS ASSIGNMENT AGREEMENT (the "Assignment")**, dated as of March 14, 2000 is by and between VALUE HEALTH, INC., a Delaware corporation, (hereinafter "Assignor") and EXPRESS SCRIPTS, INC., a Delaware corporation ("Assignee").

## **RECITALS**

**WHEREAS**, Assignor owns, has adopted, used, intends to use and is using various trademarks/servicemarks listed on Schedule A (the "Trademarks") in the United States of America; and

**WHEREAS**, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in and to said Trademarks, and all applications, registrations, and common law rights therein, and any and all other intellectual property, in whatever form or medium, which Assignor may have or own, together with the goodwill of the business in connection with which the intellectual property is used and which is symbolized by the intellectual property, along with the right to recover for damages and profits for past infringements thereof; and

**WHEREAS**, Assignor is willing to make such Assignment to Assignee.

**NOW THEREFORE**, the parties hereto agree as follows:

1. **Assignment.** For \$10 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all foreign countries, in, to and under: said Trademarks, all applications and registrations therefor, together with any and all of the goodwill of the business symbolized by and associated with said Trademarks, all other rights associated with the portion of the ongoing and existing business to which the Trademarks pertain and all income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Trademark; and

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its sole discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Trademarks, and any and all goodwill associated therewith, as well as all other rights associated with the portion of the business to which the Trademarks pertain and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Trademarks or other rights associated with the portion of the business to which the Trademark pertain.

WHEREFORE, Assignor and Assignee have caused this Assignment to be duly executed below, on the date indicated, by their duly authorized officers.

VALUE HEALTH, INC.

By: [Signature]

Title: Assistant Secretary

EXPRESS SCRIPTS, INC.

By: [Signature]

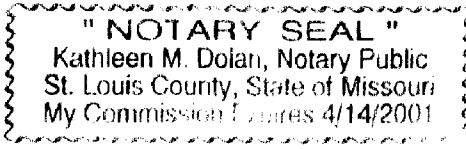
Title: Vice President and Deputy General Counsel

State of St. Louis, Missouri )  
County of St. Louis ) SS

On this 14<sup>th</sup> day of March, 2000, before me, a Notary Public in and for the <sup>COUNTY</sup> City of St. Louis in the State of Missouri, personally appeared KEITH J. EBLING, to me known to be the Assistant of VALUE HEALTH, INC. and being duly sworn, averred that, being duly authorized, he/she executed the foregoing Assignment as the free act and deed of said corporation.

[Signature]  
Notary Public

My Commission Expires:  
4/14/2001

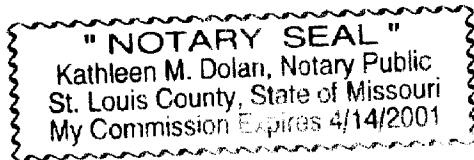


State of Missouri )  
County of St. Louis ) SS

On this 14<sup>th</sup> day of March, 2000, before me, a Notary Public in and for the <sup>County of</sup> City of St. Louis in the State of Missouri, personally appeared KEITH J. EBLING, to me known to be the V.P. of EXPRESS SCRIPTS, INC. and being duly sworn, averred that, being duly authorized, he/she executed the foregoing Assignment as the free act and deed of said corporation.

[Signature]  
Notary Public

My commission expires:  
4/14/2001



**Schedule A**

*(Trademarks and Service Marks, including registration number, registration date & International Class Number)*

<b><u>MARK</u></b>	<b><u>REGISTRATION DATE</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>Int'l Class No.</u></b>
VALUERX	05/16/89	1,539,571	36
VALUE HEALTH, INC.	10/04/88	1,507,496	36