

03-08-2001

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New

Resubmission (Non-Recordation)
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Reel # _____ Frame # _____

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other _____

Effective Date
Month Day Year
09 15 2000

Conveying Party Mark if additional names of conveying parties attached

Name iMcKesson Holding Company Execution Date
Month Day Year
09 15 2000

Formerly _____

Individual General Partnership Limited Partnership Corporation Association

Other _____

Citizenship/State of Incorporation/Organization Delaware

Receiving Party Mark if additional names of receiving parties attached

Name iMcKesson LLC

DBA/AKA/TA _____

Composed of _____

Address (line 1) One Post Street

Address (line 2) _____

Address (line 3) San Francisco California 94104
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 Delaware

FOR OFFICE USE ONLY

1265E

03/07/2001 GTDN11 00000166 1988056

01 FC:481 40.00 OP
02 FC:482 1225.00 OP

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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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

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

#

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:

#

Authorization to charge additional fees:

Yes

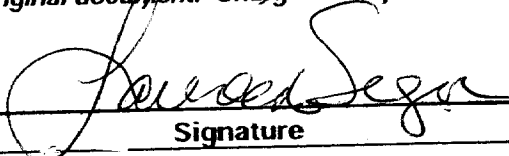
No

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.

Laureen Seeger

Name of Person Signing



Signature

2/07/01

Date Signed

Reg. No. / Serial No.**Mark**

1,988,056	Access Care Management Systems
2,147,230	Access Care Triage System
2,131,393	Access Network
SN514,380	Access Health/CTM
1,640,034	America's Source for Health Care Answers
1,512,022	Ask-A-Nurse
1,587,084	Ask-A Nurse Design
1,975,486	Audio Health Library
2,189,306	AUTOBOOK
1,443,656	Cancer HelpLink
2,192,710,	CCMS
1,616,544	Centramax
1,694,070	Clinical Reference
2,053,650	Computer Based Solutions for Patient Education
2,035,506	CREDCHECK
2,191,650	CREDENTIALER
1,550,807	CREDFILE
2,107,595	EPISODE PROFILER
2,341,756	FIRST WELCOME
1,999,289	HEALTHFONE YOUR CONFIDENTIAL SOURCE FOR HEALTH INFORMATION
1,748,300	INTERQUAL
1,751,266	INTERQUAL
1,151,958	INTERQUAL
2,123,144	IPM
1,761,314	ISD
2,188,078	ISD-AC
2,114,358	ISD-AC
2,124,911	ISD-HC
2,114,357	ISD-HC
2,120,113	ISD-RHB
2,188,077	ISD-RHB
2,189,609	ISD-SAC
2,137,569	ISD-SAC
2,207,928	ISP
2,207,929	ISX
2,212,116	IWC
1,938,662	PARS
1,728,024	PATTERNS OF TREATMENT
2,048,199	PATTERNS REVIEW
2,215,709	PERSONAL CARE ADVISOR
1,893,855	PERSONAL HEALTH ADVISOR
2,033,128	PERSONAL HEALTH ADVISOR
2,207,930	SIM
2,242,630	Studio One 2 One
1,626,261	The Professionals
1,637,069	Your Source For Health Care Answers
1,689,957	Design of Book
1,677,411	Design for Clinical Reference
1,688,870	Design of Computer
1,587,084	Design of RN with Diamond
2,258,529	Design of Woman w/baby

TRANSFER AGREEMENT

This Transfer Agreement (the "Agreement") is entered into as of September 15, 2000 by and among McKesson HBOC, Inc. ("McKessonHBOC"); Abaton.com, Inc. ("Abaton"); Imagine Health, Inc. ("Imagine"); Prospective Health, Inc. ("PHI"); MediVation, Inc. ("MediVation"); HBO & Company ("HBOC"); iMcKesson Holding Company ("iMcK-HC"); and iMcKesson LLC ("iMcKesson").

RECITALS

1. All of the parties to this Agreement (other than McKessonHBOC) are direct or indirect wholly owned subsidiaries of McKessonHBOC.
2. McKessonHBOC, Imagine, and HBOC desire to make certain capital contributions, as described in this Agreement, to certain downstream subsidiaries.
3. Abaton, PHI, MediVation, and iMcK-HC desire to contribute certain assets to iMcKesson, in exchange for which each of them will receive certain ownership interests in iMcKesson pursuant to that certain Limited Liability Company Agreement of iMcKesson LLC (the "LLC Agreement") among Abaton, PHI, MediVation, and iMcK-HC of even date herewith.

NOW, THEREFORE, in consideration of the foregoing and the agreements, provisions, and covenants contained herein, the parties hereto agree as follows:

TERMS

1. McKessonHBOC hereby contributes to iMcKesson all of its right, title and interest in and to the assets, and assigns all of the Liabilities (as hereinafter defined), that are listed on Exhibit A, which is attached hereto and made a part hereof. All such assets and Liabilities are hereby accepted and assumed by iMcKesson.
2. Imagine hereby contributes to iMcKesson all of its right, title and interest in and to the assets, and assigns all of the Liabilities, that are listed on Exhibit B, which is attached hereto and made a part hereof. All such assets and Liabilities are hereby accepted and assumed by iMcKesson.
3. HBOC hereby contributes to iMcK-HC all of its right, title and interest in and to the assets, and assigns all of the Liabilities, that are listed on Exhibit C, which is attached hereto and made a part hereof. All such assets and Liabilities are hereby accepted and assumed by iMcK-HC.
4. Abaton, PHI, MediVation, and iMcK-HC hereby transfer and assign to iMcKesson, and iMcKesson hereby accepts and assumes, all of their respective Assets (as hereinafter defined) and Liabilities.
5. As used in this Agreement, including all Exhibits hereto, wherever it is capitalized "Asset" means, with respect to any party, any and all of such party's and its subsidiaries' (if any) right, title and interest in and to all of the rights, properties, assets, claims, contracts and

businesses of every kind, character and description, whether real, personal or mixed, whether accrued, contingent or otherwise and wherever located, owned or used by such party and its subsidiaries (if any), including, without limitation, the following: (i) all cash, cash equivalents, notes and accounts receivable (whether current or non-current); (ii) all certificates of deposit, banker's acceptances and other investment securities; (iii) all registered and unregistered trademarks, service marks, service names, trade styles and trade names (including, without limitation, trade dress and other names, marks and slogans) and all associated goodwill; all statutory, common law and registered copyrights; all patents; all applications for any of the foregoing together with all rights to use all of the foregoing and all other rights in, to, and under the foregoing; all know-how, inventions, discoveries, improvements, processes, formulae (secret or otherwise), specifications, trade secrets, whether patentable or not, licenses and other similar agreements, confidential information, and all drawings, records, books or other indicia, however evidenced, of the foregoing; (iv) all rights existing under leases, contracts, licenses, distribution arrangements, sales and purchase agreements, other agreements and business arrangements; (v) all real estate and all plants, buildings and other improvements thereon; (vi) all leasehold improvements and all machinery, equipment (including all transportation and office equipment), fixtures, trade fixtures and furniture; (vii) all office supplies, production supplies, spare parts, other miscellaneous supplies and other tangible property of any kind; (viii) all raw materials, work-in-process, finished goods, consigned goods and other inventories; (ix) all computer hardware, software, computer programs and systems and documentation relating thereto; all databases and reference and resource materials; (x) all prepayments or prepaid expenses; (xi) all claims, causes of action, choses in action, rights of recovery and rights of set-off of any kind; (xii) the right to receive mail, accounts receivable payments and other communications; (xiii) all customer lists and records pertaining to customers and accounts, personnel records, all lists and records pertaining to suppliers and agents, and all books, ledgers, files and business records of every kind; (xiv) all advertising materials and all other printed or written materials; (xv) all permits, licenses, approvals and authorizations of governmental authorities or third parties relating to the ownership, possession or operation of the Assets; (xvi) all capital stock, partnership interests and other equity or ownership interests or rights, directly or indirectly, in any subsidiary or other entity; (xvii) all goodwill as a going concern and all other intangible properties; and (xviii) all employee contracts, including, without limitation, the right thereunder to restrict the employee from competing in certain respects.

6. As used in this Agreement, including all Exhibits hereto, wherever it is capitalized "Liabilities" means, with respect to any party, any and all liabilities and obligations of such party, whether accrued, contingent or reflected on a balance sheet (or in the notes thereto), including, without limitation, those arising under any law, rule, regulation, order or consent decree of any governmental entity or any judgment of any kind or any award of any arbitrator of any kind, and those arising under any contract, commitment or undertaking.
7. Notwithstanding anything to the contrary in this Agreement, any transfer pursuant to paragraphs one through four of this Agreement shall not take place with respect to any item listed on Exhibits A, B or C or any Asset or Liability unless and until: (i) any prior consent that is required to precede the transfer of that item has been obtained, whether such consent requirement arises pursuant to law or contract; and (ii) any license iMcKesson is required to

12. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the day and year first above written.

McKESSON HBOC, INC.

By: _____
Ivan D. Meyerson
Senior Vice President, General Counsel
and Secretary

HBO & COMPANY

By: _____
Kristina Veaco
Vice President and Secretary

ABATON.COM, INC.

By: _____
Kristina Veaco
Vice President and Secretary

iMcKESSON HOLDING COMPANY

By: _____
Kristina Veaco
Vice President and Secretary

IMAGINE HEALTH, INC.

By: _____
Kristina Veaco
Vice President and Secretary

iMcKESSON LLC

By: _____
Kristina Veaco
Vice President and Secretary

PROSPECTIVE HEALTH, INC.

By: _____
Kristina Veaco
Vice President and Secretary

MEDIVATION, INC.

By: _____
Kristina Veaco
Vice President and Secretary

EXHIBIT A

Contributed by McKesson HBOC, Inc. ("McKessonHBOC") to iMcKesson LLC:

1. All of McKessonHBOC's equity interest in Claimsnet.com, Inc., ("Claimsnet") including warrants.
2. All of McKessonHBOC's rights and obligations under its Services Agreement with Claimsnet.
3. All of McKessonHBOC's equity interest in Mediconsult.com.
4. All of McKessonHBOC's equity interest in WellMed, Inc.
5. All of McKessonHBOC's rights and obligations under its Channel Management Agreement with AvantGo.com ("AvantGo") dated as of March 7, 2000.
6. All of McKessonHBOC's rights and obligations under the License Agreement with AvantGo dated as of October 1, 1998, as amended as of March 7, 2000.
7. All other Assets and Liabilities of McKessonHBOC that are accounted for on the books of McKessonHBOC as "Old e-Health Corporate Office 8400" or "iMcKesson-Corporate 1200."

EXHIBIT B

Contributed by Imagine Health, Inc. ("Imagine") to iMcKesson LLC:

All of Imagine's equity interest in AvantGo.com.

EXHIBIT C

Contributed by HBO & Company ("HBOC") to iMcKesson Holding Company:

1. All of the Assets and Liabilities of HBOC that are used in the business segment known as the Medical Management Group or MMG, as reflected on the books of HBOC.
2. All of the Assets and Liabilities of HBOC that are used in the business segment known as the Practice Management Group or PMG, as reflected on the books of HBOC.
3. All of the Assets and Liabilities of HBOC that are used in the business segment known as the Clearing House or CLEAR, as reflected on the books of HBOC.
4. All of HBOC's equity interest in the following:
 - iMcKesson Canada Inc.
 - Access Health NZ Limited
 - Access Health Puerto Rico, Inc.
 - Access Health (UK) Ltd.
 - Access Population Care Management Systems of Texas, Inc.
 - High Performance Healthcare Pty Ltd.