

RE

FEB 23 2001

06-13-2001



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2-23-01

RECORDATION FORM COVER SHEET
TRADEMARKS-ONLY

RE 5-23-01

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

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
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 HBO & 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 Holding Company

DBA/AKA/TA

Composed of

Address (line 1) One Post Street

Address (line 2)

Address (line 3) San Francisco

California

94104

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

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.)

FOR OFFICE USE ONLY

03/07/2001 GTGN11 00000167 1988056

1265E

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

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: 002315 FRAME: 0123

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)

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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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	Please	See	Attached	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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

2/7/01

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
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

have under any applicable law, rule or regulation in order to engage lawfully in any business operations that require ownership of that item has been obtained and is in effect.

8. The parties shall cooperate with one another in the execution of any further documents or instruments that any party shall reasonably request any other party to execute and deliver, and in the performance of any other reasonably requested action, in relation to the transfers set forth in this Agreement and any recordation or registration of the transfer of title that may be deemed necessary or advisable.
9. All transfers pursuant to this Agreement are made without warranty of any kind from the transferor, except to the extent of any rights held by the transferor under any warranty from a non-party to this Agreement that are included in the transfer.
10. This Agreement constitutes the entire Agreement among the parties hereto as to the subject matter hereof, and supersedes under prior or contemporaneous agreement or understanding, whether written or oral. This Agreement can be amended only in a written document executed by all of the parties hereto.
11. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of California, without giving effect to the conflicts of law provisions thereof.

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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.