



12/28/01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

01/15/2002 LNUELLER 00000049 2411500

FOR OFFICE USE ONLY

01 FC:481

40.00 (IP)

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: 002423 FRAME: 0596

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

314-259-2000

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

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)

2411500

Number of Properties

Enter the total number of properties involved

#

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

\$40.00

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

Yes

No

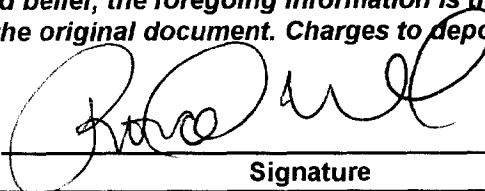
fees:

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

12/28/01

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment"), dated as of December 21, 2001 is by and between ESI ONLINE, 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"); 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, 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.

ESI ONLINE, INC.

By: 

Title: Secretary

EXPRESS SCRIPTS, INC.

By: [Signature]

Title: Senior Vice President & Secretary

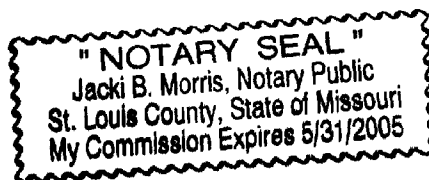
State of Missouri)
County of St. Louis) SS

On this 21st day of December, 2001, before me, a Notary Public in and for the County of St. Louis in the State of Missouri, personally appeared Thomas M. Kauder, to me known to be the Secretary of ESI ONLINE, 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:

5/31/2005



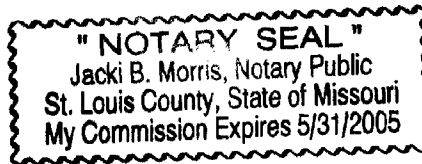
State of)
County of) SS

On this 21st day of December, 2001, before me, a Notary Public in and for the County of St. Louis in the State of Missouri, personally appeared Thomas M. Kauder, to me known to be the Secretary 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:

5/31/2005



Schedule A

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

<u>MARK</u>	<u>REG. DATE</u>	<u>REG. NO.</u>	<u>INT'L CLASS NO.</u>
DRUGDIGEST	December 5, 2000	2,411,500	42