



08-29-2002



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇌ ⇌ ⇌ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Health Risk Management, Inc. *8.19.02*
(See Exhibit A for additional parties)

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Mckesson Health Solutions LLC
Internal Address: _____
Street Address: 245 First Street
City: Cambridge State: MA Zip: 02141

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Limited Liability Company

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: November 9, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,814,189;
1,849,738; 1,786,584

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: David Buchanan
 Internal Address: _____
Brobeck, Phleger & Harrison LLP

 Street Address: 12390 El Camino Real

 City: San Diego State: CA Zip: 92130

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
David M. Buchanan 8/13/02
 Signature Date

Total number of pages including cover sheet, attachments, and document: 9

Refund Ref: 08/28/2002 DBYRNE 0000120224
 Name of Person Signing: David Buchanan
 CHECK Refund: 08/28/2002 DBYRNE 00000108 1814189

01 FC:481
02 FC:482

40.00 Mail documents to be recorded with required cover sheet information to:
 50.00 OP Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

EXHIBIT A

Names of Additional Conveying Parties

Item No. 1:

HRM Claim Management, Inc.
Institute For Healthcare Quality, Inc.
Health Benefit Reinsurance, Inc.

ASSIGNMENT

WHEREAS, at least one of HEALTH RISK MANAGEMENT, INC., a Minnesota corporation, HRM CLAIM MANAGEMENT, INC., a Minnesota corporation, INSTITUTE FOR HEALTHCARE QUALITY, INC., a Minnesota corporation, and HEALTH BENEFIT REINSURANCE, INC., a Michigan corporation (the "ASSIGNOR"), has agreed to assign its right, title, and interest in and to certain marks listed in the attached Schedule A, which are registered in the United States Patent and Trademark Office or has applied for registration in the United States Patent and Trademark Office (including without limitation applications under §1(b)) or has rights under common law, and the underlying goodwill of the portion of the business associated with and symbolized by the marks;

WHEREAS, McKESSON HEALTH SOLUTIONS LLC, a Delaware limited liability company (the "ASSIGNEE"), is desirous of acquiring ASSIGNOR's right, title, and interest in and to such marks and the associated applications, registrations and the underlying goodwill of the portion of the business associated with and symbolized by the marks;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the ASSIGNOR, the ASSIGNOR does hereby assign, transfer, convey, deliver and grant assign unto the ASSIGNEES, all of its right, title, and interest in and to the foregoing marks and the associated applications, registrations, and the underlying goodwill of the portion of the business associated with and symbolized by the marks listed in the attached Schedule A, including all rights to damages and payments and the right to sue or recover for, and obtain injunctions against, any and all past, present or future infringements of any of said marks;

And the ASSIGNOR hereby agrees to sign all lawful documents and make all rightful oaths and declarations relating to the marks when reasonably requested to do so by the ASSIGNEE.

WHEREIN, the ASSIGNOR'S agent sets its hand and seal:

Date: November 9, 2001

HEALTH RISK MANAGEMENT, INC.

By: Leland G. LeBlanc
Name: Leland G. LeBlanc
Title: SVP + CFO

Date: November 9, 2001

HRM CLAIM MANAGEMENT, INC.

By: Leland G. LeBlanc
Name: Leland G. LeBlanc
Title: CFO

Date: November 9, 2001

INSTITUTE FOR HEALTHCARE
QUALITY, INC.

By: Leland G. LeBlanc
Name: Leland G. LeBlanc
Title: CFO

Date: November 9, 2001

HEALTH BENEFIT REINSURANCE,
INC.

By: Leland G. LeBlanc
Name: Leland G. LeBlanc
Title: CFO

Agreed to and accepted in full by:

Date: _____

McKESSON HEALTH SOLUTIONS LLC

By: _____
Name: _____
Title: _____

Date: _____

INSTITUTE FOR HEALTHCARE
QUALITY, INC.

By: _____

Name: _____

Title: _____

Date: _____

HEALTH BENEFIT REINSURANCE,
INC.

By: _____

Name: _____

Title: _____

Agreed to and accepted in full by:

Date: November 9, 2001

McKESSON HEALTH SOLUTIONS LLC

By:  _____

Name: Arthur Chong

Title: Vice President

NOTARY

State of MINNESOTA)

)

ss.

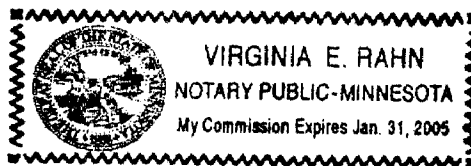
County of HENNEPIN)

On this 9th day of November, 2001, before me personally came Leland LeBlanc, to me known to be CFO of Health Risk Management, Inc., a corporation organized and existing under the laws of the Minnesota, the ASSIGNOR above-named, and acknowledged that he/she executed the foregoing instrument named, and acknowledged that he/she executed the foregoing instrument as his/her free act on behalf of the ASSIGNOR and pursuant to authority duly received.

Virginia E. Rahn

Notary Public

My Commission Expires



(SEAL)

NOTARY

State of MINNESOTA)

County of HENNEPIN)

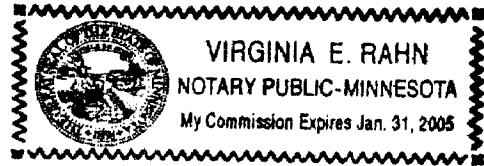
ss.

On this 9th day of November, 2001, before me personally came Leland G. LeBlanc, to me known to be CFO of HRM Claim Management, Inc., a corporation organized and existing under the laws of the Minnesota, the ASSIGNOR above-named, and acknowledged that he/she executed the foregoing instrument named, and acknowledged that he/she executed the foregoing instrument as his/her free act on behalf of the ASSIGNOR and pursuant to authority duly received.

Virginia E Rahn

Notary Public

My Commission Expires



(SEAL)

NOTARY

State of MINNESOTA)

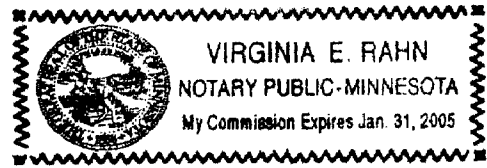
) ss.

County of HENNEPIN)

On this 9th day of November, 2001, before me personally came Leland G. LeBlanc, to me known to be CFO of Institute for Healthcare Quality, Inc. a corporation organized and existing under the laws of the Minnesota, the ASSIGNOR above-named, and acknowledged that he/she executed the foregoing instrument named, and acknowledged that he/she executed the foregoing instrument as his/her free act on behalf of the ASSIGNOR and pursuant to authority duly received.

Virginia E. Rahn

Notary Public
My Commission Expires



(SEAL)

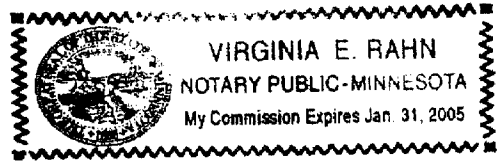
NOTARY

State of MINNESOTA)
County of HENNEPIN)

ss.

On this 9th day of November, 2001, before me personally came Leland G. LeBlanc, to me known to be CFO of Health Benefit Reinsurance, Inc., a corporation organized and existing under the laws of the Michigan, the ASSIGNOR above-named, and acknowledged that he/she executed the foregoing instrument named, and acknowledged that he/she executed the foregoing instrument as his/her free act on behalf of the ASSIGNOR and pursuant to authority duly received.

Virginia E. Rahn
Notary Public
My Commission Expires



(SEAL)

SCHEDULE A

Mark	Registration No.	Serial No.	Registration Date
IHQ	1,814,189	74-317,489	December 28, 1993
IHQ Evidence-Based Solutions			
Institute for Healthcare Quality	1,849,738	74-317,488	August 9, 1994
Institute for Healthcare Quality, Inc.			
QualityFIRST	1,786,584	74-317,490	August 10, 1993
QualityFIRST Clinical Evidence Summary			
QualityFIRST Clinician Reference Guidelines			
QualityFIRST Evidence-based Solutions for Effective Medical Management			
QualityFIRST Health Decision Chip			
QualityFIRST Health Decision Science			
QualityFIRST Index: A Benchmark for Measuring Healthcare Quality			
QualityFIRST Medical Risk Management System			
QualityFIRST The Gold Standard for Evidence-based Benchmarking			
QualityFIRST Triple Win		78-018144	
SCIENTIFIC EVIDENCE-BASED MEDICINE			
SEBM			
The right decision, at the right time, for the right outcome			
When you put quality first, the savings follow			