

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Novartis Nutrition AG		11/10/1998	CORPORATION: SWITZERLAND

RECEIVING PARTY DATA

Name:	McKesson Corporation
Street Address:	One Post Street
Internal Address:	Law Department-34th floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94104
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number
Registration Number:	2152469
Registration Number:	2195035

CORRESPONDENCE DATA

Fax Number: (415)983-9369

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 415 983 8323

Email: nina.steinman@mckesson.com

Correspondent Name: Nina Steinman

Address Line 1: One Post Street

Address Line 2: Law Department-34th floor

Address Line 4: San Francisco, CALIFORNIA 94104

NAME OF SUBMITTER:

Nina Steinman

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, NOVARTIS NUTRITION AG, a corporation organized and existing under the laws of Switzerland ("Assignor"), with an address at Monbijoustrasse 118, CH-3007, Berne, Switzerland, has adopted, used and is using the trademarks ROYAL MED AND DESIGN, Registration No. 2,152,469, and MISCELLANEOUS DESIGN, Registration No. 2,195,035, which marks are registered and/or pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, MCKESSON CORPORATION, a Delaware corporation ("Assignee"), with an address at One Post Street, San Francisco, California 94104, is desirous of acquiring all right, title and interest in and to said Trademarks and the registrations and the applications for registration therefor together with the goodwill of the business associated with said Trademarks;

Capitalized terms used and not otherwise defined herein shall have the respective meanings given to such items in the Stock Purchase Agreement, dated as of September 29, 1998, as amended by Amendment No. 1, dated the date hereof, among Assignee, Novartis Finance Corporation, a New York corporation, and Red Line HealthCare Corporation, a Minnesota corporation.

NOW, THEREFORE:

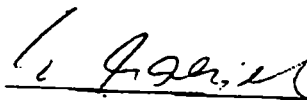
1. Assignor represents and warrants that (a) it owns or has valid right to use the Trademarks, free and clear of all Liens, free and clear of all licenses (or sublicenses) to third parties and free and clear of all payments to any other party; and (b) the Trademark registrations are valid and subsisting, in full force and effect, have not been canceled, expired or abandoned, and are standing in the sole record ownership name of the Assignor; and

2. Pursuant to an agreement between Assignor and Assignee of even date herewith and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer and convey unto

Assignee its entire right, title and interest in and to the Trademarks together with the goodwill of the business associated with said Trademarks, and the registrations and applications for registration therefor, all income, royalties, damages and payments now or hereafter due or payable in respect thereto, all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present or future infringement of the Marks or other rights assigned to Assignee hereunder and all rights corresponding to the foregoing.


Dated this 10th day of November, 1998.

NOVARTIS NUTRITION AG

By: 

Name: Niklaus R. Gadiant

Title: S.V.P./General Counsel

By: 

Name: Leopold J. Wyss

Title: S.V.P./C.F.O.