

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Transfer Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iMcKesson Holding Company		09/15/2000	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	iMcKesson LLC		
<b>Street Address:</b>	One Post Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	30005		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1583416	CLAIMCHECK	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(404)338-5138		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4043382387		
Email:	odessa.roberts@mckesson.com		
Correspondent Name:	Odessa Roberts, McKesson Corporation		
Address Line 1:	5995 Windward Parkway		
Address Line 2:	ATHQ-5600		
Address Line 4:	Alpharetta, GEORGIA 30005		
ATTORNEY DOCKET NUMBER:	09-2-007US1		
NAME OF SUBMITTER:	Odessa Roberts		
Signature:	/ogr/		
Date:	02/16/2010		

CH \$40.00 1583416

**Total Attachments: 7**

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## 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:

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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:

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



**EXHIBIT C**

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

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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.