

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM298015

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/31/2013		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
360 Vantage, LLC		12/31/2013	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	IMS Health Incorporated		
<b>Street Address:</b>	200 Campus Drive		
<b>City:</b>	Collegeville		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19426		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4161270	360 VANTAGE	
<b>Registration Number:</b>	3381571	360 V A N T A G E	
<b>Registration Number:</b>	3770815	BRINGING SUCCESS TO LIFE!	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8777697945		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	617-542-5070		
<b>Email:</b>	tmdoctc@fr.com		
<b>Correspondent Name:</b>	Cynthia Walden, Fish & Richardson P.C.		
<b>Address Line 1:</b>	P.O. Box 1022		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55440-1022		
<b>ATTORNEY DOCKET NUMBER:</b>	31247-0001020		
<b>NAME OF SUBMITTER:</b>	Cynthia Johnson Walden		
<b>SIGNATURE:</b>	/Cynthia Johnson Walden/		
<b>DATE SIGNED:</b>	03/13/2014		
<b>Total Attachments: 7</b>			
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# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"360 VANTAGE, LLC", AN ARIZONA LIMITED LIABILITY COMPANY, WITH AND INTO "IMS HEALTH INCORPORATED" UNDER THE NAME OF "IMS HEALTH INCORPORATED", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-FOURTH DAY OF DECEMBER, A.D. 2013, AT 10:05 O'CLOCK A.M.

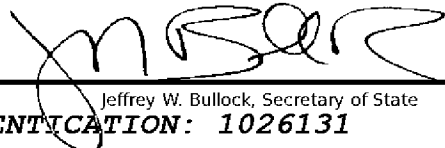
AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AGREEMENT OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2013.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2853719 8100M

131471254



  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 1026131

DATE: 01-02-14

You may verify this certificate online  
at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

TRADEMARK  
REEL: 005236 FRAME: 0478

## AGREEMENT OF MERGER

This AGREEMENT OF MERGER (this "*Agreement*"), dated as of December 24, 2013, is entered into by and between IMS Health Incorporated, a Delaware corporation (the "*Company*"), and 360 Vantage, LLC, an Arizona limited liability company ("*Merger Sub*"). The Company and Merger Sub are sometimes together referred to herein as the "*Constituent Entities*."

### RECITALS

WHEREAS, Merger Sub is a direct, wholly-owned subsidiary of the Company; and

WHEREAS, each of the board of directors of the Company and the sole member of Merger Sub has deemed it advisable and in the best interests of the Company and Merger Sub, respectively, upon the terms and subject to the conditions herein stated, that Merger Sub be merged with and into the Company, with the Company continuing as the surviving entity (the "*Merger*").

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the agreements of the parties hereto contained herein, the parties hereto agree in accordance with the applicable provisions of Title 29 of the Arizona Revised Statutes (the "*ARS*") and Section 251(f) of the Delaware General Corporation Law (the "*DGCL*") as follows:

1. Terms and Conditions of Merger.

(a) The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined below), Merger Sub shall be merged with and into the Company, whereupon the separate existence of Merger Sub shall cease.

(b) Effective Time. The Merger shall become effective when the following actions have been completed:

- (i) this Agreement shall have been adopted and approved by each of each of the board of directors of the Company and the sole member of Merger Sub;
- (ii) an executed Certificate of Merger shall have been filed with the Secretary of State of the State of Delaware;
- (iii) executed Articles of Merger shall have been filed with the Corporations Commission of the State of Arizona; and
- (iv) all other consents and approvals for the Merger required by the ARS, the DGCL, or other applicable law shall have been obtained.

The date and time when these actions have been completed and the Merger shall have become effective shall be 4:59 p.m. on December 31, 2013 (the "*Effective Time*").

(c) Surviving Company. The name of the surviving company (the "*Surviving Company*") shall be "IMS Health Incorporated".

(d) Certificate of Incorporation. The certificate of incorporation of the Company in effect at the Effective Time shall be the certificate of incorporation of the Surviving Company, and shall, from and after the Effective Time, continue in full force and effect until amended in accordance with the provisions provided therein or the applicable provisions of the General Corporation Law of the State of Delaware.

(e) Bylaws. The Amended and Restated Bylaws of the Company in effect at the Effective Time shall be the bylaws of the Surviving Company and shall, from and after the Effective Time, continue in full force and effect until amended in accordance with the provisions provided therein or the applicable provisions of the General Corporation Law of the State of Delaware.

(f) Board of Directors. The directors of the Company at the Effective Time shall, from and after the Effective Time, continue to be the directors of the Surviving Company, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

(g) Officers. The officers of the Company at the Effective Time shall, from and after the Effective Time, continue to be the officers of the Surviving Company, until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal.

## 2. Effect of Merger.

(a) Effect of Merger on Constituent Entities. At the Effective Time, the Constituent Entities shall become a single entity, which shall be the Surviving Company, and the separate existence of Merger Sub shall cease, except to the extent provided by the laws of the State of Delaware and the State of Arizona. The Surviving Company shall thereupon and thereafter possess all the rights, privileges, immunities and franchises, of both a public and private nature, of each of the Constituent Entities; and all property, real, personal and mixed, and all debts due on whatever account, including subscriptions to shares, and all other choices in action, and all and every other interest of, or belonging to, or due to each of the Constituent Entities, shall be taken and deemed to be vested in the Surviving Company, without further act or deed; and the title to all real estate, or any interest therein, vested in each of the Constituent Entities shall not revert or be in any way impaired by reason of the Merger. The Surviving Company shall thenceforth be responsible and liable for all of the liabilities and obligations of each of the Constituent Entities and any existing claim, action or proceeding pending by or against each of the Constituent Entities may be prosecuted to judgment as if the Merger had not occurred, or the Surviving Company may be substituted in such claim, action or proceeding, and neither the rights of creditors nor any liens upon the property of each of the Constituent Entities shall be impaired by the Merger.

(b) Effect of Merger on Ownership Interests. The equity ownership interests of Merger Sub shall not be converted or exchanged in any manner. At the Effective Time, as a result of the Merger and without any further action on the part of the Constituent Entities or their members, all of the outstanding equity ownership interests of Merger Sub shall no longer be outstanding and shall be cancelled and retired and shall cease to exist. The capital stock of the Company shall not be converted or exchanged, and all outstanding shares of capital stock of the Company as of the Effective Time shall continue to remain outstanding and shall not in any way be affected by the Merger.

3. Miscellaneous.

(a) Modification or Amendment. Subject to the provisions of applicable law, the terms and provisions of this Agreement may be modified or amended at any time upon approval by the Company and the Merger Sub.

(b) Tax-Free Reorganization. The Merger is intended to be a tax-free plan or reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended.

(c) GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED TO BE MADE IN AND IN ALL RESPECTS SHALL BE INTERPRETED, CONSTRUED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

(d) Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements, understandings, representations and warranties, both written and oral, among the parties, with respect to the subject matter hereof.

(e) No Third Party Beneficiaries. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

(f) Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or any circumstance, is determined by any court or other authority of competent jurisdiction to be invalid or unenforceable, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (ii) the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.


(g) Headings. The headings herein are for convenience of reference only, do not constitute part of this Agreement and shall not be deemed to limit or otherwise affect any of the provisions hereof.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

[Signature page follows]

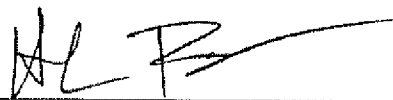
IN WITNESS WHEREOF, this Agreement of Merger has been duly executed and delivered by the parties hereto as of the date first written above.

**IMS HEALTH INCORPORATED**

By:   
Name: Harshan Bhangdia  
Title: Vice President and Controller

**360 VANTAGE, LLC**

By: IMS HEALTH INCORPORATED, its  
sole member and manager

By:   
Name: Harshan Bhangdia  
Title: Vice President and Controller

CERTIFICATE OF THE SECRETARY OF  
IMS HEALTH INCORPORATED

December 24, 2013

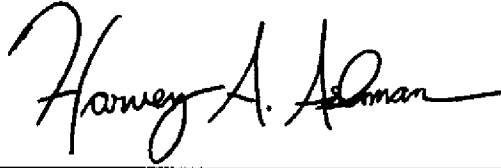
The undersigned, being the Secretary of IMS Health Incorporated, a Delaware corporation (the “**Company**”), hereby certifies that:

1. He is the duly appointed, and at this date is, Secretary of the Company and as such is authorized to execute and deliver this certificate on behalf of the Company.
2. That the conditions set forth in the first sentence of Section 251(f) of the General Corporation Law of the State of Delaware have been satisfied and that the Agreement of Merger by and between the Company and 360 Vantage, LLC, an Arizona limited liability company, has been validly adopted on behalf of the Company without a stockholder vote as permitted by thereby.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the undersigned has executed this Secretary's Certificate as of the date first written above.

A handwritten signature in black ink, reading "Harvey A. Ashman". The signature is written in a cursive style with a long horizontal flourish at the end. It is positioned above a solid horizontal line.

Name: Harvey A. Ashman  
Title: Secretary