

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM378884

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McKesson Technologies Inc.		03/31/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Richmond eMDs, Inc.		
Street Address:	7800 Shoal Creek Blvd #100		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78757		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3369151	MEDISOFT	
Registration Number:	2837783	WEB VIEW	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	206 623 7580		
Email:	setrademarks@klgates.com, mark.wittow@klgates.com		
Correspondent Name:	Mark Wittow		
Address Line 1:	925 4th Ave. Ste. 2900		
Address Line 4:	Seattle, WASHINGTON 98104-1158		
NAME OF SUBMITTER:	Mark H. Wittow		
SIGNATURE:	/Mark H. Wittow/		
DATE SIGNED:	03/31/2016		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT (“**IP Assignment**”), dated as of March 31, 2016, is made by McKesson Technologies Inc., a Delaware corporation (“**McKesson Tech**”), and McKesson Financial Holdings, an Irish non-resident unlimited liability company (“**McKesson Holdings**” and, together with McKesson Tech, the “**Sellers**”) in favor of Richmond eMDs, Inc., a Delaware corporation (“**Purchaser**”), each a party to that certain Asset Purchase Agreement by and among the Sellers and Purchaser, dated as of March 3, 2016 (the “**Asset Purchase Agreement**”). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement.

WHEREAS, Physician Micro Systems (d/b/a Practice Partner) is identified as the current owner of a copyright registration (as identified in Schedule A hereto) in the records of the US Copyright Office; and

WHEREAS, Physician Micro Systems was acquired and merged into McKesson Information Solutions LLC, which merged into McKesson Tech; and

WHEREAS, under the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred and assigned to Purchaser, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the US Copyright Office.

NOW THEREFORE, the parties agree as follows:

(a) Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer and assign to Purchaser, and Purchaser hereby accepts, all of Sellers’ right, title and interest in and to all intellectual property rights set forth on Schedule A hereto and recognized in any jurisdiction in the United States, together with any and all goodwill associated with any such intellectual property rights, including, without limitation, any and all patent rights, trademark rights, copyrights, moral rights, rights associated with any know-how as well as any and all economic rights related to the use or other exploitation of any of the intellectual property rights set forth on Schedule A hereto (the “**Assigned IP**”).

2. Recordation and Further Actions. Sellers authorize the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Purchaser. Sellers shall take

such reasonable steps and actions following the date hereof that are reasonably requested, at Purchaser's request and expense, including the execution of any reasonable documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Purchaser, or any assignee or successor thereto.

3. Asset Purchase Agreement Controlling. This IP Assignment is executed and delivered pursuant to the Asset Purchase Agreement. This IP Assignment is subject in all respects to the terms and conditions of the Asset Purchase Agreement, and all of the representations, warranties, covenants and agreements of the Sellers and Purchaser contained therein, all of which shall survive the execution and delivery of this IP Assignment in accordance with the terms of the Asset Purchase Agreement. Nothing contained in this IP Assignment shall be deemed to supersede, enlarge or modify any of the obligations, agreements, covenants or warranties of the Sellers and Purchaser contained in the Asset Purchase Agreement. Notwithstanding anything to the contrary contained in this IP Assignment, in the event of any conflict between the terms of this IP Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall control.

4. No Third Party Remedies. Nothing in this IP Assignment, express or implied, is intended or shall be construed to confer upon or give to any person, firm or corporation, other than Purchaser, the Sellers and their respective successors and assigns any remedy or claim hereunder, and all of the terms, covenants, conditions, promises and agreements contained herein shall be for the sole and exclusive benefit of Purchaser, the Sellers and their respective successors and assigns.

5. Counterparts. This IP Assignment may be executed in one or more counterparts (including by facsimile or similar means of electronic transmission), each of which will be deemed to be an original copy of this IP Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

6. Successors and Assigns. This IP Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Purchaser shall be permitted to assign any and all rights under this IP Assignment without Sellers consent. Purchaser shall have the right to collaterally assign its rights under this IP Assignment to a lender for the purpose of securing the financing or a subsequent refinancing of the transactions contemplated by this IP Assignment, the Asset Purchase Agreement, and the Transaction Documents or to any purchaser of the Purchaser or any of Purchaser's Affiliates (whether by acquisition of assets, equity interests, merger, consolidation or any other manner).

7. Governing Law. This IP Assignment shall be governed by and construed in accordance with the Laws of the state of Delaware applicable to Contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the application of the Laws of another jurisdiction.

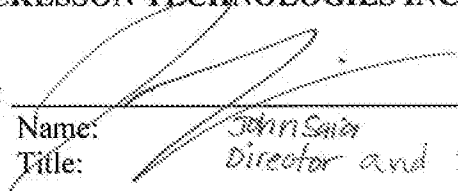
8. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS IP ASSIGNMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS IP ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature Page Follows]

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

SELLERS

MCKESSON TECHNOLOGIES INC.

By: 
Name: John Sator
Title: Director and Secretary

MCKESSON FINANCIAL HOLDINGS

By: _____
Name:
Title:

AGREED TO AND ACCEPTED:

PURCHASER

RICHMOND EMDS, INC.

By: _____
Name:
Title:

[Signature Page to the IP Assignment and Assumption Agreement]

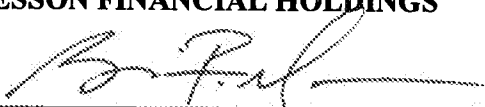
IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

SELLERS

MCKESSON TECHNOLOGIES INC.

By: _____
Name:
Title:

MCKESSON FINANCIAL HOLDINGS

By:  _____
Name: Brian P. Moore
Title: Director

AGREED TO AND ACCEPTED:

PURCHASER

RICHMOND EMDS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, Sellers have duly executed and delivered this IP Assignment as of the date first above written.

SELLERS

MCKESSON TECHNOLOGIES INC.

By: _____
Name:
Title:

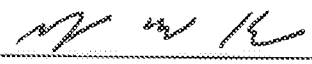
MCKESSON FINANCIAL HOLDINGS

By: _____
Name: Brian P. Moore
Title: Director

AGREED TO AND ACCEPTED:

PURCHASER

RICHMOND EMDS, INC.

By:  _____
Name: George Kase
Title: Secretary

[Signature Page to the IP Assignment and Assumption Agreement]

TRADEMARK
REEL: 005762 FRAME: 0761

SCHEDULE A

ASSIGNED IP

COPYRIGHT REGISTRATIONS

Registration No.	Registration Date	Title / Type of Work / Description	Claimant / Owner	Notes / Comments
TX0004604100	02/24/1998	Practice Partner Medical Billing III v. 1-2	Physician Micro Systems, Inc.	Certificate of Merger into McKesson Technologies Inc. being recorded with US Copyright Office

REGISTERED TRADEMARKS

Mark	Country	Owner	App. No.	Filing Date	Reg. No.	Reg. Date	Class - Goods/Services	Status / Next Action
MEDISOFT (word mark)	US	McKesson Technologies Inc.	78291134	08/22/2008	3369151	01/18/2008	09 - Medical Practice Management Software, Patient and Insurance Billing Software	Renewal due 01/18/2018
WEB VIEW (word mark)	US	McKesson Technologies Inc.	78496209	07/18/2002	2897783	08/04/2004	44 - Providing patients medical records and schedules via a computer network	Renewal due 08/04/2004