

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PR International SAS		03/30/2015	Corporation: FRANCE
RECEIVING PARTY DATA			
Name:	IMS Software Services, Ltd.		
Street Address:	200 Campus Drive		
City:	Collegeville		
State/Country:	PENNSYLVANIA		
Postal Code:	19426		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2092444	TEAMS	
Registration Number:	3038143	ONEKEY	
Registration Number:	4768996	MI TOUCH	
Registration Number:	4564725	MI POCKET	
CORRESPONDENCE DATA			
Fax Number:	8777697945		
<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:	6175425070		
Email:	tmdoctc@fr.com		
Correspondent Name:	Cynthia Johnson Walden		
Address Line 1:	PO Box 1022		
Address Line 2:	Fish & Richardson P.C.		
Address Line 4:	Minneapolis, MINNESOTA 55440-1022		
NAME OF SUBMITTER:	Jennifer Lynch for Cynthia J Walden		
SIGNATURE:	/Jennifer Lynch/		
DATE SIGNED:	06/14/2016		
Total Attachments: 9			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment"), dated March 30, 2015, is between PR International SAS, a French corporation ("Assignor"), and IMS Software Services, Ltd., a Delaware corporation ("Assignee"), each a subsidiary of IMS Health Incorporated ("IMS Health"), a Delaware corporation. Assignor and Assignee are referred to herein individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS IMS Health and Cegedim SA, a French corporation ("Cegedim"), entered into a Master Acquisition Agreement, dated October 17, 2014 ("MAA"), pursuant to which Cegedim SA agreed to sell and transfer, and IMS Health agreed to purchase and acquire, directly or indirectly via its subsidiaries, the shares in the Sold Companies (as defined in the MAA) and certain other assets and liabilities related to the Business (as defined in the MAA);

WHEREAS, on December 18, 2014, Cegedim and Cegedim Secteur 1 – CS1 SASU ("Cegedim S1"), a French corporation and a then wholly-owned subsidiary of Cegedim, entered into a Contribution Agreement, pursuant to which Cegedim contributed to Cegedim S1 certain Intellectual Property (as defined in Section 7 below), including certain trademarks exploited in France as set forth on Schedule A of this Assignment (such trademarks, the "French Trademarks");

WHEREAS, upon Closing (as defined in the MAA), Cegedim will sell and transfer, and Assignor will purchase and acquire, all issued shares of Cegedim S1, and Cegedim S1 will become a wholly-owned subsidiary of Assignor;

WHEREAS, as soon as possible after the Closing (as defined in the MAA), Cegedim S1 will distribute to Assignor further to a reduction of share capital (the "Distribution") all Intellectual Property (as defined in Section 7 below) owned by Cegedim S1 (the "Assignor IP");

WHEREAS, Assignor wishes to assign to Assignee, immediately upon completion of the Distribution, all the Assignor IP other than the French Trademarks (the "Transferred Intellectual Property") in accordance with the terms of this agreement;

WHEREAS, Assignee will pay as consideration for the assignment of the Transferred Intellectual Property consideration of EUR _____, excluding taxes (the "Consideration") in accordance with the terms of this agreement;

WHEREAS, the payment from IMS Health to Cegedim shall constitute, between IMS Health and Assignee, the partial repayment of an existing intercompany payable between IMS Health and Assignee in the relevant amount and, between Assignee and Assignor, the payment of the Consideration by Assignee to Assignor;

WHEREAS, the Parties wish to execute this recordable instrument, assigning all of Assignor's right, title and interest in and to the Transferred Intellectual Property to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment. Effective as of the completion of the Distribution, Assignor agrees to and hereby does irrevocably assign, transfer, sell and convey to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to:

(a) the trademarks, service marks, domain names and designs included in the Transferred Intellectual Property ("Trademarks"), including those set forth on Schedule B, including, without limitation, any and all registrations, applications and/or common law rights for the Trademarks throughout the world, together with all of the goodwill of Assignor's existing and ongoing business symbolized by or associated with the Trademarks, together with (A) the right, if any, to claim priority based on the filing dates of any of the Trademarks under the Paris Convention and all other treaties of like purposes; and (B) the right to receive any and all income, royalties, and payments now or hereafter due and/or payable with respect thereto, with all of the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives to the end of the term or terms for which the Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made. For the avoidance of doubt, the Trademarks do not include the French Trademarks;

(b) the patents (whether utility or design) and applications therefor included in the Transferred Intellectual Property ("Patents"), including those set forth on Schedule C, including, without limitation, the inventions claimed therein and any reissues, reexamination, divisions, continuations, continuations-in-part, extensions and counterparts of the Patents already granted and which may be granted, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives to the end of the term or terms for which the Patents are issued or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made, together with (A) the right to prosecute, maintain and defend the Patents before any public or private agency, office or registrar, including by filing reissues, reexaminations, divisions, continuations, continuations-in-part, substitutes, extensions and all other applications relating to such patents; (B) the right, if any, to claim priority based on the filing dates of any of the Patents under the International Convention for the Protection of Industrial Property, the Patent Cooperation Treaty, the European Patent Convention, the Paris Convention and all other treaties of like purposes; and (C) the right to receive any and all income, royalties, and payments now or hereafter due and/or payable with respect thereto;

(c) the copyrights included in the Transferred Intellectual Property ("Copyrights"), including those set forth on Schedule D, including, without limitation, all registrations that have been or may be granted thereon and all applications for registrations thereof, together with all rights derived therefrom, including statutory rights and the right to receive any and all income, royalties, and payments now or hereafter due and/or payable with

respect thereto, with all of the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives to the end of the term or terms for which the Copyrights are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment had not been made;

(d) the trade secrets included in the Transferred Intellectual Property ("**Trade Secrets**"), together with all rights derived therefrom, including statutory rights and the right to receive any and all income, royalties, and payments now or hereafter due and/or payable with respect thereto, with all of the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made;

(e) all other Transferred Intellectual Property not encompassed by the foregoing sections (a) through (d), including the Intellectual Property in the contents of the Soleau envelopes and software set forth on Schedule E, together with all rights derived therefrom, including statutory rights and the right to receive any and all income, royalties, and payments now or hereafter due and/or payable with respect thereto, with all of the foregoing rights to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made; and

(f) With respect to all of the Transferred Intellectual Property encompassed by the foregoing sections (a) through (e), all causes of action (whether known or unknown or whether currently pending, filed or otherwise) and other enforcement rights under, or on account of, any of such Transferred Intellectual Property, including, without limitation, all causes of action and other enforcement rights for (i) damages; (ii) injunctive relief; (iii) any other remedies of any kind (in each of cases (i), (ii) and (iii) for past, current and future infringement or misappropriation); (iv) all rights to collect royalties and other payments under or on account of any such Transferred Intellectual Property; and (v) the right to fully and entirely stand in the place of Assignor in all matters related thereto.

2. Consideration. In consideration of the assignment of the Transferred Intellectual Property provided in Section 1, the Parties agree that IMS Health shall pay, upon Closing (as defined in the MAA), the Consideration to Cegedim on behalf of Assignor for the purchase of the shares of Cegedim S1, and such payment will be deemed to settle and fully satisfy any obligation of Assignee to pay any amount to Assignor hereunder.

3. Further Cooperation. At Assignee's cost, Assignor shall take all reasonable actions and execute and deliver all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation that are necessary to (A) effect the transactions contemplated herein, including the assignment of all Assignor's right, title and interest in and to the Transferred Intellectual Property; (B) perfect Assignee's title in and to that Transferred Intellectual Property, including executing agreements in a form suitable for recordation in all jurisdictions where the Transferred Intellectual Property is filed, registered or issued; and (C) assist Assignee in changing

the technical and administrative contact information for the transferred domain names with the applicable domain name registrars to such information of Assignee's choice (including, without limitation, by delivering to Assignee any and all applicable user names and passwords for any accounts related to such domain names to enable Assignee to assume control of such domain names). If Assignor fails to promptly take or execute any such action or document after written request by Assignee, Assignor hereby constitutes and appoints Assignee as true and lawful agent and attorney-in-fact of Assignor, with full power of substitution, in the name and stead of Assignor but on behalf and for the benefit of Assignee, to take and execute in the name of Assignor any and all actions and documents that may be deemed proper to effect the assignments contemplated in this Assignment.

4. Recordation. Assignee shall be solely responsible for all actions and all costs whatsoever, including, but not limited to, taxes, attorneys' fees, and patent, trademark or copyright office fees and domain name registration fees in any jurisdiction, associated with the perfection of Assignee's right, title and interest in and to the Patents, Trademarks, Copyrights or other Transferred Intellectual Property, and recordation and/or registration of this Assignment or any other document evidencing the assignment to Assignee of the Patents, Trademarks, Copyrights or other Transferred Intellectual Property.

5. Governing Law. This Assignment shall be governed by the laws of New York.

6. General Provisions. As used in this Assignment, word "including" is not intended to be exclusive, or to limit the generality of the preceding words, and means "including, without limitation." This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment and its Schedules and Exhibits, constitutes the entire understanding and agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between and among the Parties with respect hereto. This Assignment may not be supplemented, altered or modified in any manner except by a writing signed by all Parties hereto. The failure of any Party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.

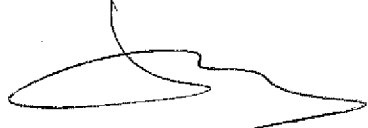
7. Definition of Intellectual Property. "Intellectual Property" means all intellectual property rights, in any jurisdiction, whether registered (or filed) or unregistered (or unfiled), including particularly all rights in: patents, trademarks and service marks, domain names, designs, models, copyrights (including particularly in software), all applications to register any of the foregoing, commercial names and signs, databases, trade secrets, know-how and confidential information, the content described in Soleau envelopes, together with all similar or equivalent rights and forms of protection.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR

PR International SAS,
a French corporation


Vincent Bildea

ASSIGNEE

IMS Software Services, Ltd.,
a Delaware corporation

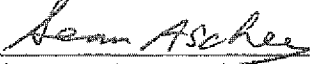
IN WITNESS WHEREOF, the Parties hereto have duly executed under seal and delivered this Assignment, as of the day and year first above written.

ASSIGNOR

PR International SAS,
a French corporation

ASSIGNEE

IMS Software Services, Ltd.,
a Delaware corporation



Sean ~~Ascher~~, President

Schedule B

Trademarks

Trademarks	Country	App. Date	App. No.	Reg. No.	Exp. Date	Year Exp.	Record Owner
CLICK-PHARMA	International	29-Jun-00	736,739	736,739	29-Jun-20	2020	Cegedim
CLICK-PHARMA	Greece	16-Jun-00	144,459	144,459	16-Jun-20	2020	Cegedim
CSD Disease Insights	International	27-Jan-11	1,071,299	1,071,299	7-Mar-21	2021	Cegedim
GSU	Greece	19-Nov-03	149,238	149,238	19-Nov-23	2023	Cegedim
GSU	United Kingdom	4-Jan-01	2,257,114	2,257,114	4-Jan-21	2021	Cegedim
	International	26-Jul-04	086,3074	086,3074	26-Jul-24	2024	Cegedim
ICOMED	International	28-Dec-09	09,370,0824	1,031,130	28-Dec-19	2019	Cegedim
ICOSURF	Benelux	29-Oct-99	094,9242	680,946	29-Oct-19	2019	Cegedim
	Russia	25-Mar-11	2,011,708,826	472,750	25-Mar-21	2021	Cegedim
INFOPHARM	United Kingdom	16-Oct-01	2,283,343	2,283,343	16-Oct-21	2021	Cegedim
	United Kingdom	2-Nov-95	2,043,484	2,043,484	2-Nov-15	2015	Cegedim
MEDICAL MAILING COMPANY	United Kingdom	6-Dec-07	2,474,300	2,474,300	6-Dec-17	2017	Cegedim
 (MI Pocket in black and white)	U.S.A.	13-Jun-12	85/650816	4,564,725	13-Jun-22	2022	Cegedim Secteur 1
 (MI Touch in black and white)	U.S.A.	13-Jun-12	85/650794	Pending			Cegedim Secteur 1
 MISC. Design	Liechtenstein	9-Mar-01		120,048	9-Mar-21	2021	Cegedim

NUCLEUS 360	International	18-May-12	11 24 773	11 24 773	18-May-22	2022	Cegedim
ONEKEY	U.S.A.	23-Jul-01	76289851	3038143	3-Jan-16	2016	Cegedim Secteur 1
ONEKEY	International	2-Jul-02	0790 611	0790 611	2-Jul-22	2022	Cegedim
ONEKEY	International	22-Jun-10	1 045 688	1 045 688	22-Jun-20	2020	Cegedim
ONEKEY	Tunisia	4-Jul-02	EE021390	TNE 2002/01300	4-Jul-22	2022	Cegedim
ONEKEY (renewal along with the international trademark)	Russia	2-Jul-02	0790 611	0790 611	2-Jul-22	2022	Cegedim
ONEKEY (renewal along with the international trademark)	Algeria	30-Nov-04	0790 611	0790 611	2-Jul-22	2022	Cegedim
ONEKEY (renewal along with the international trademark)	Morocco	30-Nov-04	0790 611	0790 611	30-Nov-14	2022	Cegedim
ONEKEY (renewal along with the international trademark)	Ukraine	29-Mar-07	0790 611	0790 611	2-Jul-22	2022	Cegedim
Physician Connect	International	18-May-09	1 010 321	1,010,321	18-May-19	2019	Cegedim
SHAREDRIVER	U.S.A.	5-Jun-09	77,753,117	3,923,774	22-Feb-21	2021	Cegedim Secteur 1
NOMI Svensk Medicin Information Pharma	Sweden	6-Sep-10	2010/07073	417,918	6-Sep-20	2020	Cegedim
TEAMS + color graphics	International	6-Mar-95	637,190	637,190	6-Mar-15	2015	Cegedim
TEAMS + color graphics	Extensions intern.	19-Mar-98	637,190	637,190	6-Mar-15	2015	Cegedim
TEAMS + color graphics	United Kingdom	8-Mar-95	2,013,447	2,013,447	8-Mar-15	2015	Cegedim
TEAMS + color graphics	Russia	13-Feb-04	637,190	637,190	6-Mar-15	2015	Cegedim
TEAMS + color graphics	U.S.A.	7-Mar-95	1/33A/321/1 2918,00901	2,092,444	2-Sep-17	2017	Cegedim Secteur 1
TEAMS + color graphics	Ukraine	29-Mar-07	637,190	637,190	6-Mar-15	2015	Cegedim
TEAMS + color graphics	Tunisia	14-Jun-02	EE021082		14-Jun-12	2012	Cegedim
TEAMS + color graphics	Tunisia	17-Sep-14	TN/E 2014/00919	Pending			Cegedim Secteur 1
TEAMS + color graphics	Algeria	16-Jul-04	637,190	637,190	6-Mar-15	2015	Cegedim
TEAMS + color graphics	Morocco	16-Jul-04	637,190	637,190	6-Mar-15	2015	Cegedim
TEAMS Call Report	Canada	19-Jun-02	1 144 269	TMA626 020	19-Nov-19	2019	Cegedim
TEAMS Call Report	International	17-May-02	783,509	783,509	17-May-22	2022	Cegedim

TEAMS Call Report	Tunisia	5-Jun-12	TNVE/2002/010 54	EB021054	12-Jun-22	2022	Cegedim
TEAMS COMPANION	Canada	20-Sep-00	1075609	TMA 574 296	24-Jan-18	2018	Cegedim
TEAMSWeb } Associated trademarks	Canada	19-Jun-02	1 144 268	TMA 624276	2-Nov-19	2019	Cegedim
TEAMSWeb	Canada	21-Dec-04	1 241 508	TMA 652072	1-Nov-20	2020	Cegedim
TEAMSWeb	International	17-May-02	783,277	783,277	17-May-22	2022	Cegedim
TEAMSWeb	Tunisia	5-Jun-12	TNVE/2002/010 53	BE021053	12-Jun-22	2022	Cegedim
エート・プレーン	Japan	23-Apr-10	2010-033020	540 7148	15-Apr-21	2021	Cegedim

Registered Community Designs

Title	App. Date	Registration No.	Owner
Display Screen V7	22-Jul-03	000054697-0001 to 0004	Cegedim Secteur 1
Etude Qualité de la Visite ¹	10-Nov-11	1945841-0001 to 1945841-0004	Cegedim Secteur 1
Etude Qualité de la Visite V2	21-Dec-11	1966383-0001 to 1966383-0004	Cegedim Secteur 1
Game "Segment & Conquer with OneKey"	3-Apr-13	2212829-001 to 2212829-0028	Cegedim Secteur 1

Domain Names

Domain	Extensions	Country
abo-amix.fr	fr	France
aggregatespend360.com	com	gTLD
aussendienstterminierung.ch	ch	Switzerland
bms-force.net	net	gTLD
brimpact.com	com	gTLD
cegers.com	com	gTLD
cegers.net	net	gTLD
elickpharma.fr	fr	France
esd-studies.com	com	gTLD
esdhealthresearch.com	com	gTLD
esdreportive.com	com	gTLD
euweb.fr	fr	France
datactiti.com	com	gTLD
datactiti.fr	fr	France
debitrx.com	com	gTLD
debitrx.net	net	gTLD
debitrx.org	org	gTLD

¹ NOTE: English translation: "Quality study of the visit."