

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM418911

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
McKesson Technologies Inc.		02/28/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PF2 EIS LLC		
<b>Street Address:</b>	One Post Street		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94104		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2962777	HORIZON CLINICALS	
<b>Registration Number:</b>	3138267	PARAGON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4044611457		
<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>			
<b>Phone:</b>	(404) 461-5216		
<b>Email:</b>	legal.trademarks@mckesson.com		
<b>Correspondent Name:</b>	Auma N. Reggy		
<b>Address Line 1:</b>	2 National Data Plaza NE		
<b>Address Line 2:</b>	Law Department - Trademark Group		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30329		
<b>NAME OF SUBMITTER:</b>	Auma N. Reggy		
<b>SIGNATURE:</b>	/anr/		
<b>DATE SIGNED:</b>	03/08/2017		
<b>Total Attachments: 4</b>			
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**TRADEMARK ASSIGNMENT AGREEMENT**  
**(Transfer of EIS Business to PF2 EIS LLC)**

This Trademark Assignment Agreement (this "Agreement"), is dated as of February 28, 2017 by and between McKesson Technologies Inc. ("Assignor"), a Delaware corporation with an address at One Post Street, San Francisco, CA, and PF2 EIS LLC ("Assignee") with an address at One Post Street, San Francisco, CA, a Delaware limited liability company and a direct, wholly-owned subsidiary of MTL.

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of February 28, 2017 (the "Contribution Agreement");

WHEREAS, Assignor is the owner of its right, title and interest in, to and under the trademarks listed on Schedule A (collectively, the "Trademarks");and

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Contribution Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns and transfers unto the Assignee its entire right, title and interest of every kind in and to the Trademarks including the registered trademarks and trademark applications listed on Schedule A, together with all goodwill associated therewith, and all rights to sue or recover and retain damages and costs and attorneys' fees for past, present and future infringement or misappropriation of any of the foregoing in all countries of the world and Assignee hereby acquires and takes assignment of the Trademarks and hereby accepts and agrees to assume and to pay, perform, satisfy and discharge when due any EIS U.S. Contributed Liabilities relating thereto.

2. NO WARRANTIES. THE ASSIGNED TRADEMARKS ARE BEING ASSIGNED AND TRANSFERRED ON AN "AS IS" BASIS WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITH RESPECT TO OWNERSHIP, VALIDITY, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.


3. Counterparts. This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to any conflicts of laws principles.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed.

MCKESSON TECHNOLOGIES INC.

By:   
Name: John B. Sain  
Title: Vice President and Secretary

PF2 EIS LLC

By: \_\_\_\_\_  
Name:  
Title:

[Signature page to Trademark Agreement for Transfer of EIS Business to PF2 EIS LLC]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Trademark Assignment Agreement to be executed.

MCKESSON TECHNOLOGIES INC.

By: \_\_\_\_\_  
Name:  
Title:

PF2 EIS LLC

By:  \_\_\_\_\_  
Name: Patrick Blake  
Title: President

[Signature page to Trademark Agreement for Transfer of EIS Business to PF2 EIS LLC]

Schedule A  
Assigned Trademarks

Trademark	Owner	Country	Status	Appln. No.	Appln. Date	Reg. No.	Reg. Date
HORIZON CLINICALS	MCKESSON TECHNOLOGIES INC	US	Registered	76490464	Feb-7-2003	2962777	Jun-21-2005
HORIZONWP	MCKESSON TECHNOLOGIES INC	CA	Registered	1098552	Apr-4-2001	597316	Dec-11-2003
HORIZONWP	MCKESSON TECHNOLOGIES INC	CTM / EUTM	Registered	2144780	Mar-23-2001	2144780	Dec-2-2003
PARAGON	MCKESSON TECHNOLOGIES INC	UK	Registered	2549704	Jun-8-2010	2549704	Nov-12-2010
PARAGON	MCKESSON TECHNOLOGIES INC	US	Registered	78592510	Mar-22-2005	3138267	Sep-5-2006