

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM419534

<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>	NDCHealth Corporation		
<b>Street Address:</b>	1 National Data Plaza NE		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30329		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2772691	RELAYHEALTH	
<b>Registration Number:</b>	2841608	RELAYHEALTH	
<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>	03/14/2017		
<b>Total Attachments: 4</b>			
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OP \$65.00 2772691

## TRADEMARK ASSIGNMENT AND ASSUMPTION AGREEMENT

This Trademark Assignment and Assumption Agreement (this "Agreement"), is dated as of February 28, 2017 by and between McKesson Technologies Inc. ("Assignor"), a Delaware corporation, and NDCHealth Corporation ("Assignee"), a Delaware limited liability company and a direct, wholly-owned subsidiary of MTL.

[REDACTED]

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

[REDACTED]

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 and Assumption. (a) Assignor hereby sells, assigns and transfers unto the Assignee its entire right, title and interest of every kind in and to the RHP Trademark Assets including the registered trademarks and trademark applications listed on Schedule I, 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 (b) Assignee does hereby accept all the right, title and interest of Assignor in, to and under all of the RHP Trademark Assets and Assignee assumes and agrees to pay, perform and discharge promptly and fully when due all of the RHP Trademark Liabilities relating thereto and to perform all of the obligations of Assignor to be performed under the RHP Trademark Assets [REDACTED]

2. NO WARRANTIES. THE ASSIGNED RHP TRADEMARK ASSETS 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 Assignment 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.

3. 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, the parties hereto have caused this Trademark Assignment and Assumption Agreement to be executed and delivered as of the date first above written.

**MCKESSON TECHNOLOGIES INC.**

By:   
Name: John G. Said  
Title: Vice President and Secretary

**NDCHHEALTH CORPORATION**

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

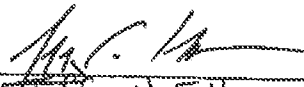
*[Signature page to Trademark Assignment Agreement]*

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment and Assumption Agreement to be executed and delivered as of the date first above written.

MCKESSON TECHNOLOGIES INC.


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

NDCHEALTH CORPORATION

By:   
Name: Jeffrey H. Felton  
Title: President

*{Signature page to Trademark Assignment Agreement}*

Schedule I

#	Trademark	Status	App./Reg. No.	Owner
1.	RELAYHEALTH	Registered	App. No. 78132550 Reg. No. 2772691	McKesson Technologies Inc.
2.	 RelayHealth	Registered	App. No. 78140516 Reg. No. 2841608	McKesson Technologies Inc.