

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601179

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Merck Sharp & Dohme Corp.		09/24/2020	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Phreesia, Inc.		
Street Address:	432 Park Ave South		
Internal Address:	12th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88549159	MEDTRUE	
CORRESPONDENCE DATA			
Fax Number:	4432838430		
<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:	4432837000		
Email:	trademark@rahmanllc.com		
Correspondent Name:	Rahman LLC		
Address Line 1:	5850 Waterloo Road		
Address Line 2:	Suite 140		
Address Line 4:	Columbia, MARYLAND 21045		
ATTORNEY DOCKET NUMBER:	PHR.5006		
NAME OF SUBMITTER:	Mohammad S. Rahman		
SIGNATURE:	/Mohammad S Rahman/		
DATE SIGNED:	10/05/2020		
Total Attachments: 1			
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OP \$40.00 88549159

Exhibit D

Trademark Assignment Agreement

This Trademark Assignment Agreement (“Assignment”), dated and effective as of September 24, 2020, is made by and between Merck Sharp & Dohme Corp., a New Jersey corporation, having a place of business at One Merck Drive Whitehouse Station, NJ, 08889 (hereinafter referred to as “Assignor”), and Phreesia, Inc., a Delaware corporation, having a place of business at 432 Park Ave South, 12th Floor, New York, NY 10016 (hereinafter referred to as “Assignee”) (together, the “Parties”).

WHEREAS, the Parties have entered into an Asset Purchase Agreement, dated September 24, 2020 (the “Purchase Agreement) pursuant to which Assignee agreed to purchase certain assets from Assignor;

WHEREAS, the purchased assets include all right, title and interest in and to the trademark MEDTRUE in the United States, including, without limitation, United States Trademark Application Serial No. 88549159 (hereinafter the “Assigned Trademark”), along with the portion of the business to which the Assigned Trademark pertains; and

WHEREAS, under the terms of the Purchase Agreement, Assignor has agreed to execute and deliver to Assignee this Assignment.

NOW, THEREFORE, for good and valuable consideration from Assignee (the receipt and sufficiency of which are hereby acknowledged) and intended to be legally bound, Assignor and Assignee agree as follows:

1. Assignor does hereby sell, assign, transfer and convey to Assignee all right, title, and interest in and to the Assigned Trademark, together with the goodwill of the business symbolized by and associated with the Assigned Trademark.
2. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor has by its authorized signing officer executed this Assignment, and Assignee has by its authorized officer accepted this Assignment.

ASSIGNOR:
Merck Sharp & Dohme Corp.

By: DocuSigned by:
Sandra Reiss
8BD1428964BC4F5...

Name: Sandra Reiss

Title: Executive Director, Alliance COE

ASSIGNEE:
Phreesia, Inc.

By: DocuSigned by:
David Linetsky
1ED7C74E4EC2411...

Name: David Linetsky

Title: SVP Life Sciences