

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM647415

<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>
Pensiamo, Inc.		03/23/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Premier Healthcare Solutions, Inc.		
<b>Street Address:</b>	13034 Ballantyne Corporate Place		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28277		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5921632	COGNITIVERX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7043311159		
<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>	7043311000		
<b>Email:</b>	EAA-PTOTMCorrespondence@mvalaw.com		
<b>Correspondent Name:</b>	Ellen A. Andelman		
<b>Address Line 1:</b>	100 N. Tryon St.		
<b>Address Line 2:</b>	Suite 4700		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	026625.54		
<b>NAME OF SUBMITTER:</b>	Ellen A. Andelman		
<b>SIGNATURE:</b>	/ellenaandelman/		
<b>DATE SIGNED:</b>	05/17/2021		
<b>Total Attachments: 9</b>			
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source=CognitiveRx-Premier - IP Assignment Agreement (Executed)#page8.tif  
source=CognitiveRx-Premier - IP Assignment Agreement (Executed)#page9.tif

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “*Assignment*”) is entered into as of March 23, 2021 (the “*Effective Date*”) by and between Pensiamo, Inc., a Delaware corporation (“*Assignor*”), and Premier Healthcare Solutions, Inc., a Delaware corporation (“*Assignee*”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties.

### RECITALS

**WHEREAS**, Assignee and Assignor entered into a certain Asset Purchase Agreement as of the Effective Date (the “*Purchase Agreement*”) pursuant to which Assignee purchased the Transferred Assets from Assignor.

**WHEREAS**, the Transferred Assets include the Intellectual Property relating to the Solution (the “*Assigned IP*”); and

**WHEREAS**, the execution of this Assignment by Assignor is required to consummate the transactions contemplated by the Purchase Agreement.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the covenants and agreements set forth in this Assignment and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Assignor, the parties agree as follows:

1. Assignor does hereby, effective as of the Effective Date, irrevocably sell, assign, transfer, convey and deliver to Assignee, its successors and permitted assigns all right, title and interest in and to the Assigned IP and all of the goodwill associated with the Assigned IP, including:

(a) All Intellectual Property registrations and pending applications therefor anywhere in the world included in the Assigned IP, and any rights to file registrations for the Assigned IP for which registration has not yet been filed, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or 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;

(b) All unregistered Intellectual Property included in the Assigned IP; and

(c) All causes of action for any and all previously occurring infringement, dilution, misappropriation, or other violation of the rights in the Assigned IP, and the right to receive and retain the proceeds relating to those infringements, dilutions, misappropriations, or other violations.

2. Upon reasonable request by Assignee and at Assignee’s expense, Assignor will execute any further papers (including, without limitation, the execution and delivery of any and all

affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and do such other acts as may be necessary or reasonably requested by Assignee to vest full title in and to the Assigned IP in Assignee or another entity designated by Assignee, or that may be necessary to obtain, renew, issue or enforce the Assigned IP, including execution of the Trademark Assignment Agreement attached hereto as Exhibit I.

3. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without reference to principles of conflict of laws.

4. Assignor disclaims all representations and warranties with respect to the Assigned IP, except for the representations and warranties set forth in the Purchase Agreement.

5. This Assignment may be executed in any number of separate counterparts (including by portable document format (.pdf) or other electronic means), each of which is an original but all of which taken together shall constitute one and the same instrument. Electronic signatures (including, without limitation, any electronic symbol or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record) shall be of the same legal effect, validity and enforceability as a manually executed signature.

6. No amendment to this Assignment shall be valid unless it is in writing and duly executed by each of Assignor and Assignee. No waiver by any party of any provision of this Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

7. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. This Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement. All capitalized terms not defined herein shall be assigned the meaning set forth in the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede, and prevail.

[SIGNATURE PAGES TO FOLLOW]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed as of the Effective Date.

**ASSIGNOR:**

Pensiamo, Inc.

By: 

Name: James A. Szilagyi

Title: VP & Chief Supply Chain Officer

**ASSIGNEE:**

Premier Healthcare Solutions, Inc.

A handwritten signature in black ink, appearing to read 'C. McKasson', written over a horizontal line.

By: \_\_\_\_\_

Name: Craig S. McKasson

Title: Chief Financial Officer

# Exhibit I

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this “*Trademark Assignment*”), dated as of March 23, 2021 (the “*Effective Date*”), is made by and between Pensiamo, Inc., a Delaware corporation (“*Assignor*”) and Premier Healthcare Solutions, Inc., a Delaware corporation (“*Assignee*”).

NOW THEREFORE, the parties hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to (i) the trademark registration identified and set forth below and all trademarks, trade names, logos, and graphics that are the subject thereof or that are variations of any of the foregoing, including without limitation, and all common law rights associated with the foregoing:

Mark	Trademark Reg No (RN)	Goods/Services
CognitiveRx	5,921,632	Service Mark

and (ii) all extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “*Assigned Trademark Rights*”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds which become due or payable on or after the Effective Date with respect to any of the Assigned Trademark Rights as well as any and all past, current, and future claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, current and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages. Assignee hereby accepts all of the foregoing assignments, transfers and conveyances.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, Assignor shall, at Assignee’s reasonable request



and expense, take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by this Trademark Assignment.

3. **Successors and Assigns**. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Third Party Beneficiaries**. Nothing in this Trademark Assignment is intended to or shall confer upon any person other than the parties and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Trademark Assignment or any transaction contemplated by this Trademark Assignment.

5. **Governing Law**. This Trademark Assignment and the rights and obligations of the parties shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

6. **Counterparts**. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Trademark Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment as of the date first written above.

ASSIGNOR:

Pensiamo, Inc.

By: 

Name:

Title:

ASSIGNEE:

Premier Healthcare Solutions, Inc.

A handwritten signature in black ink, appearing to read 'C. McKasson', written over a horizontal line.

By: \_\_\_\_\_

Name: Craig S. McKasson

Title: Chief Financial Officer