

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM804673

<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>
Tabula Rasa HealthCare Group, Inc.		08/01/2022	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Transaction Data Systems, Inc.		
<b>Street Address:</b>	5900 Lake Ellenor Drive		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Orlando		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32809		
<b>Entity Type:</b>	Corporation: FLORIDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4330989	A MILLION MORE	
<b>Registration Number:</b>	5294897	FETCH.	
<b>Registration Number:</b>	5276343	#BEYONDTHEFILL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	1804884380		
<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>	804-404-2367		
<b>Email:</b>	chris@beycotropia.com		
<b>Correspondent Name:</b>	Christopher Cotropia		
<b>Address Line 1:</b>	213 Bayly Court		
<b>Address Line 2:</b>	Bey & Cotropia PLLC		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23229		
<b>NAME OF SUBMITTER:</b>	Christopher A. Cotropia		
<b>SIGNATURE:</b>	/Christopher A. Cotropia/		
<b>DATE SIGNED:</b>	04/20/2023		
<b>Total Attachments: 21</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (“Assignment”), effective as of August 1, 2022 (“Effective Date”), by and between Tabula Rasa HealthCare Group, Inc., a Delaware corporation, (“Assignor”), and Transaction Data Systems, Inc., a Florida corporation (“Assignee”). Assignor and Assignee may be referred to herein individually as a “Party” and collectively as the “Parties.”

### RECITALS

**WHEREAS**, Assignor, Assignee and other parties thereto have entered into that certain Asset Purchase Agreement, dated as of June 18, 2022 (as amended, modified, supplemented or restated from time to time, the “Purchase Agreement”);

**WHEREAS**, pursuant to Sections 2.1 and 2.2 of the Purchase Agreement, upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor, on behalf of itself and its Affiliates, agreed to irrevocably sell, assign, transfer, convey and deliver to Assignee, and Assignee agreed to purchase and accept from Assignor and its Affiliates, all of Assignor’s and its Affiliates’ right, title and interest in, to and under, among other things, all of the Business-Utilized Intellectual Property, including but not limited to, the Intellectual Property set forth on Schedule A-E attached hereto (collectively, the “Assigned IP”); and

**WHEREAS**, the execution and delivery of this Assignment is contemplated by Section 8.3.1(e) of the Purchase Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Definitions. All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.

2. Conveyance of Assigned IP. Effective as of the Effective Date, Assignor, on behalf of itself and its Affiliates, hereby irrevocably and unconditionally sells, assigns, transfers, conveys and delivers to Assignee, and Assignee hereby purchases and accepts the sale, assignment, transfer, conveyance and delivery of, all of Assignor’s and its Affiliates’ right, title, and interest existing anywhere in the world, in, to and under the Assigned IP, in each case, free and clear of all Encumbrances other than Permitted Encumbrances, including, but not limited to:

- (a) the Patents identified on Schedule A;
- (b) the Trademarks identified on Schedule B attached hereto, together with any and all goodwill associated with and symbolized by and all common law rights related to the Trademarks;
- (c) the registered Copyrights and applications for Copyright registration identified on Schedule C attached hereto;
- (d) the Domain Names identified on Schedule D attached hereto; and
- (e) any Intellectual Property (other than Open Source Materials and any Third-Party Intellectual Property) incorporated in or covering the Business Products identified on Schedule E.

together with (i) all tangible embodiments of the Assigned IP (including, without limitation, source code and documentation for software included in the Assigned IP), (ii) all rights, priorities and privileges of Assignor or its Affiliates provided under the Laws of all applicable jurisdictions, or any multinational law, compact, treaty, protocol, convention or organization, with respect to the Assigned IP, (iii) all rights to

maintain, file for and obtain all applications, registrations, renewals and extensions for any of the Assigned IP; and (iv) all claims and rights of action against any third party that primarily relate to or arise out of the Assigned IP (including all causes of action, claims and remedies for past, current, and future infringement, misappropriation, and similar violations of any of the Assigned IP), in each case, to the extent such claims and rights accrue or arise before, on or after the Effective Date, and the right to retain all recoveries and proceeds therefrom.

The Parties acknowledge and agree that Assignee shall hold all right, title and interest in, to and under the Assigned IP as fully and exclusively as the same would have been held and enjoyed by Assignor or its Affiliates on the Effective Date had the above assignment not been made.

3. Authorization. Assignee shall be responsible for (at Assignee's sole cost and expense), filing with the U.S. Patent and Trademark Office and other applicable Governmental Bodies, the short form intellectual property assignment agreements set forth on Schedule F attached hereto upon execution by the Parties. Assignor hereby authorizes and requests that the United States Commissioner of Patents and Trademarks, the Register of Copyrights, or any other applicable Government Official and the corresponding Governmental Bodies in any applicable foreign jurisdictions, as applicable, to record Assignee as assignee and owner of the Assigned IP.

4. Purchase Agreement Controls. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. Nothing in this Assignment will be construed to supersede, amend or modify any provision of the Purchase Agreement or any rights or obligations under the Purchase Agreement, including, for the avoidance of doubt, the provisions of Section 2.9 thereof. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement will govern.

5. Governing Law; Dispute Resolution. All matters relating to or arising out of this Assignment or the transactions contemplated by this Assignment (whether sounding in contract, tort or otherwise) will be governed by and construed in accordance with the Laws of the State of Delaware, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware. The Parties agree that any and all claims and disputes under this Assignment shall be resolved in accordance with and subject to the terms and conditions set forth in Sections 11.4 and 11.5 of the Purchase Agreement.

6. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed one and the same instrument. A signed copy of this Assignment (or a signature page hereto) delivered by email, ".pdf" format, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

7. Further Assurances. Subject to the terms and conditions of the Purchase Agreement, Assignee, on the one hand, and Assignor, on the other hand, shall at any time and from time to time on and after the Closing Date, upon written request by the other Party, take or cause to be taken such actions and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such instruments, documents, transfers and conveyances as such Party may reasonably determine to be required to give effect to the transactions contemplated by this Assignment; provided that Buyer shall not be required to pay any consideration or further amounts therefor.

8. Taxes. All Taxes shall be payable in accordance with and subject to the terms and conditions set forth in the Purchase Agreement.

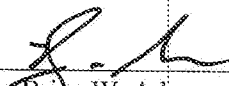
9. Notices. All notices, requests, demands, claims and other communications hereunder to any Party shall be given in the manner specified in Section 11.2 of the Purchase Agreement.

*(Signature Page to Follow)*

IN WITNESS WHEREOF, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

TABULA RASA HEALTHCARE GROUP, INC.

By:   
Name: Brian W. Adams  
Title: President

ASSIGNEE

TRANSACTION DATA SYSTEMS, INC.

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

**IN WITNESS WHEREOF**, the Parties have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR**

**TABULA RASA HEALTHCARE GROUP, INC.**

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

Name:

Title:

**ASSIGNEE**

**TRANSACTION DATA SYSTEMS, INC.**

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

Name: Jude Dieterman


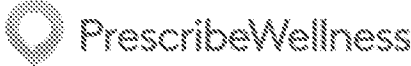
Title: Chief Executive Officer

**SCHEDULE A**  
**Patents**

<b>Jurisdiction</b>	<b>Title</b>	<b>Owner</b>	<b>Status</b>	<b>Serial Number</b>	<b>Registration Number</b>
US	ADVERTISING A PHARMACEUTICAL PRODUCT TO A THIRD PARTY	TABULA RASA HEALTHCARE GROUP, INC. (f/k/a Prescribe Wellness, LLC)	EXPIRED	11564286	8781899



**SCHEDULE B**  
**Trademarks**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Owner</b>	<b>Status</b>	<b>Serial Number</b>	<b>Registration Number</b>
US	A MILLION MORE (word mark)	TABULA RASA HEALTHCARE GROUP, INC.	REGISTERED	85684484	4330989
US		TABULA RASA HEALTHCARE GROUP, INC.	REGISTERED	87321864	5294897
US	#BEYONDTHEFILL (word mark)	TABULA RASA HEALTHCARE GROUP, INC.	REGISTERED	87327169	5276343
US		TABULA RASA HEALTHCARE GROUP, INC. (F/K/A PRESCRIBE WELLNESS, LLC)	ABANDONED	87223134	N/A
US	ENGAGE	TABULA RASA HEALTHCARE GROUP, INC. (F/K/A PRESCRIBE WELLNESS, LLC)	ABANDONED	86372053	N/A

**SCHEDULE C**

**Registered Copyrights and Applications for Copyright Registration**

None.

**SCHEDULE D**  
**Domain Names**

1. beyondthefill.pw
2. ondemand.pw
3. pharmacygrowth.pw
4. prescribewellness.com
5. pharmacyreach.pw
6. prescribemedicare.pw
7. prescribecare.pw
8. prescribereach.pw
9. pw.care
10. pwell.app
11. pwell.biz
12. pwell.co
13. pwell.io
14. pwell.tv
15. pwill.io
16. pwill.ws
17. rxsync.pw
18. starwellness.pw
19. vaccinecomplete.pw
20. prescribe.care
21. prescribeai.com
22. prescribecare.io
23. prescribecare.net
24. prescribereach.com
25. prescribecare.us
26. prescribecaremso.com
27. prescribecaremso.io
28. prescribecaremso.net
29. prescribecaremso.org
30. prescribecarerx.com
31. prescribecms.com
32. prescribeinformation.com
33. prescribemedi.care
34. prescribemedicaid.com
35. prescribemedicare.com
36. prescribeoutcomes.com
37. prescribepetswellness.com
38. prescribepharmacy.com
39. prescribepredict.com
40. prescribeprediction.com
41. prescribepredictions.com
42. prescribereach.io
43. prescribetransitionalcare.com
44. prescribewellness.app
45. prescribewellness.biz
46. prescribewellness.blog
47. prescribewellness.co
48. prescribewellness.health
49. prescribewellness.info

50. [prescribewellness.io](http://prescribewellness.io)
51. [prescribewellness.net](http://prescribewellness.net)
52. [prescribewellness.org](http://prescribewellness.org)
53. [prescribewellness.us](http://prescribewellness.us)
54. [prescribewellness.xyz](http://prescribewellness.xyz)

**SCHEDULE E**  
**Business Products**

Any and all Business Products, including, but not limited to:

1. Patient Engagement Center
  - a. Active Patients
  - b. Enterprise Active Patients/Pharmacies/Vaccinations
  - c. Patient Profile
  - d. Elevate Tab
  - e. EQuIPP Tab
  - f. Insite Tab
  - g. MAC Action Center
  - h. PRO Analytics
2. Opportunities
3. Calendar
  - a. Clinical Calendar
  - b. Social Calendar
  - c. Customer Calendar
4. Appointment Scheduler / Contact-free Management
5. eCare Plans
6. Patient Communications
  - a. Care Campaigns
  - b. Enterprise Campaigns
  - c. Message Center
  - d. Prescriber Fax
7. Med Sync
8. Vaccinations
  - a. IIS Integration
9. CPA for Vaccines
10. CPA for Point-of-Care
11. CPA Enhanced Services
12. Medicare Plan Reviews
13. Actionable Programs
14. Success Center
15. Consumer
  - a. Consumer Web Portal & Mobile App
  - b. Page Builder (Custom Website)
  - c. News Post
  - d. Pharmacy Locator + Listing
16. Web Refill
17. Push-to-Queue / RxAPI
18. ROC Inbound IVR
19. ROC Med Sync
20. ROC Outbound Campaigns
21. ROC Immunization Services
22. ROC Web Fill
23. ROC Tray Notifier
24. ROC VoiceMail
25. ROC Meducation
26. PW365 – Clinical
27. PW365 – Marketing

28. PW365 – MedWise DS Professional
29. PW365 – Outreach
30. PW365 – Push to Queue

**SCHEDULE F**  
**Short Form Intellectual Property Assignment Agreements**

## **TRADEMARK ASSIGNMENT**

**THIS TRADEMARK ASSIGNMENT** (“Assignment”), effective as of August 1, 2022 (“Effective Date”), by and between Tabula Rasa HealthCare Group, Inc., a Delaware corporation, (“Assignor”), and Transaction Data Systems, Inc., a Florida corporation (“Assignee”). Assignor and Assignee may be referred to herein individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, Assignor, Assignee and other parties thereto have entered into that certain Asset Purchase Agreement, dated as of June 18, 2022 (as amended, modified, supplemented or restated from time to time, the “Purchase Agreement”);

**WHEREAS**, pursuant to Sections 2.1, 2.2 and 8.3.1(e) of the Purchase Agreement, Assignor and Assignee executed the Intellectual Property Assignment Agreement, effective as of August 1, 2022 (as amended, modified, supplemented or restated from time to time, the “IP Assignment”);

**WHEREAS**, pursuant to the IP Assignment, Assignor, on behalf of itself and its Affiliates, irrevocably sold, assigned, transferred, conveyed and delivered to Assignee, and Assignee purchased and accepted from Assignor and its Affiliates, all of Assignor’s and its Affiliates’ right, title and interest in, to and under, among other things, all of the Business-Utilized Intellectual Property, including but not limited to, the Trademarks set forth on Schedule A attached hereto (collectively, the “Assigned Trademarks”); and

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement or IP Assignment, as applicable.
2. **Confirmation Conveyance of Assigned IP.** Assignor, on behalf of itself and its Affiliates, hereby confirms the irrevocable and unconditional sale, assignment, transfer, conveyance and delivery to Assignee, and Assignee hereby confirms the purchase and acceptance of the sale, assignment, transfer, conveyance and delivery of, all of Assignor’s and its Affiliates’ right, title, and interest existing anywhere in the world in, to and under the Assigned Trademarks, together with any and all goodwill associated with and symbolized by and all common law rights related to the Assigned Trademarks, in each case, free and clear of all Encumbrances other than Permitted Encumbrances. The Parties acknowledge and agree that Assignee shall hold all right, title and interest in, to and under the Assigned Trademarks as fully and exclusively as the same would have been held and enjoyed by Assignor or its Affiliates on the Effective Date had the above assignment not been made.
3. **Authorization.** Assignor hereby authorizes and requests that the United States Commissioner of Patents and Trademarks or any other applicable government officer and the corresponding entities or agencies in any applicable foreign jurisdictions, as applicable, to record Assignee as assignee and owner of the Assigned Trademarks.
4. **Miscellaneous.** This Assignment is entered into pursuant to the terms of the IP Assignment. In the event of any conflict or inconsistency between the terms of the IP Assignment and the terms hereof, the terms of the IP Assignment will govern. Sections 4-9 of the IP Assignment are incorporated by reference, *mutatis mutandis*.

*[The remainder of this page is intentionally left blank.]*




IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

**ASSIGNOR**

**ASSIGNEE**

TABULA RASA HEALTHCARE GROUP, INC.

TRANSACTION DATA SYSTEMS, INC.

By:   
Name: Brian W. Adams  
Title: President

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

[Signature Page to Trademark Assignment]

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

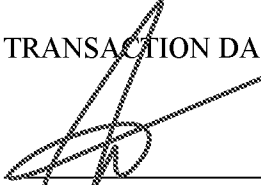
**ASSIGNOR**

**ASSIGNEE**

TABULA RASA HEALTHCARE GROUP, INC.

TRANSACTION DATA SYSTEMS, INC.

\_\_\_\_\_

  
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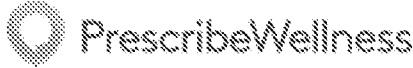
Name: \_\_\_\_\_

Name: Jude Dieterman

Title: \_\_\_\_\_

Title: Chief Executive Officer

**Schedule A**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Owner</b>	<b>Status</b>	<b>Serial Number</b>	<b>Registration Number</b>
US	A MILLION MORE (word mark)	TABULA RASA HEALTHCARE GROUP, INC.	REGISTERED	85684484	4330989
US		TABULA RASA HEALTHCARE GROUP, INC.	REGISTERED	87321864	5294897
US	#BEYONDTHEFILL (word mark)	TABULA RASA HEALTHCARE GROUP, INC.	REGISTERED	87327169	5276343
US		TABULA RASA HEALTHCARE GROUP, INC. (F/K/A PRESCRIBE WELLNESS, LLC)	ABANDONED	87223134	N/A
US	ENGAGE	TABULA RASA HEALTHCARE GROUP, INC. (F/K/A PRESCRIBE WELLNESS, LLC)	ABANDONED	86372053	N/A

## **PATENT ASSIGNMENT**

**THIS PATENT ASSIGNMENT** (“Assignment”), effective as of August 1, 2022 (“Effective Date”), by and between Tabula Rasa HealthCare Group, Inc., a Delaware corporation, (“Assignor”), and Transaction Data Systems, Inc., a Florida corporation (“Assignee”). Assignor and Assignee may be referred to herein individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

**WHEREAS**, Assignor, Assignee and other parties thereto have entered into that certain Asset Purchase Agreement, dated as of June 18, 2022 (as amended, modified, supplemented or restated from time to time, the “Purchase Agreement”);

**WHEREAS**, pursuant to Sections 2.1, 2.2 and 8.3.1(e) of the Purchase Agreement, Assignor and Assignee executed the Intellectual Property Assignment Agreement, effective as of August 1, 2022 (as amended, modified, supplemented or restated from time to time, the “IP Assignment”);

**WHEREAS**, pursuant to the IP Assignment, Assignor, on behalf of itself and its Affiliates, irrevocably sold, assigned, transferred, conveyed and delivered to Assignee, and Assignee purchased and accepted from Assignor and its Affiliates, all of Assignor’s and its Affiliates’ right, title and interest in, to and under, among other things, all of the Business-Utilized Intellectual Property, including but not limited to, the Patents set forth on Schedule A attached hereto (collectively, the “Assigned Patents”); and

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. **Definitions.** All capitalized terms used in this Assignment but not otherwise defined herein are given the meanings set forth in the Purchase Agreement or IP Assignment, as applicable.
2. **Confirmation Conveyance of Assigned IP.** Assignor, on behalf of itself and its Affiliates, hereby confirms the irrevocable and unconditional sale, assignment, transfer, conveyance and delivery to Assignee, and Assignee hereby confirms the purchase and acceptance of the sale, assignment, transfer, conveyance and delivery of, all of Assignor’s and its Affiliates’ right, title, and interest existing anywhere in the world, in, to and under the Assigned Patents, in each case, free and clear of all Encumbrances other than Permitted Encumbrances. The Parties acknowledge and agree that Assignee shall hold all right, title and interest in, to and under the Assigned Patents as fully and exclusively as the same would have been held and enjoyed by Assignor or its Affiliates on the Effective Date had the above assignment not been made.
3. **Authorization.** Assignor hereby authorizes and requests that the United States Commissioner of Patents and Trademarks or any other applicable government officer and the corresponding entities or agencies in any applicable foreign jurisdictions, as applicable, to record Assignee as assignee and owner of the Assigned Patents.
4. **Miscellaneous.** This Assignment is entered into pursuant to the terms of the IP Assignment. In the event of any conflict or inconsistency between the terms of the IP Assignment and the terms hereof, the terms of the IP Assignment will govern. Sections 4-9 of the IP Assignment are incorporated by reference, *mutatis mutandis*.

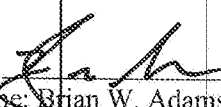
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR

ASSIGNEE

TABULA RASA HEALTHCARE GROUP, INC.

TRANSACTION DATA SYSTEMS, INC.

By:   
Name: Brian W. Adams  
Title: President

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

[Signature Page to Patent Assignment]

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

**ASSIGNOR**

**ASSIGNEE**

TABULA RASA HEALTHCARE GROUP, INC.

TRANSACTION DATA SYSTEMS, INC.

\_\_\_\_\_

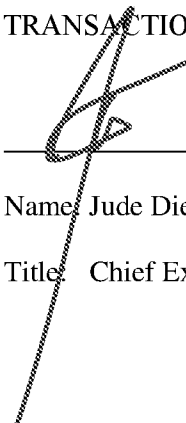
\_\_\_\_\_

Name: \_\_\_\_\_

Name: Jude Dieterman

Title: \_\_\_\_\_

Title: Chief Executive Officer



**Schedule A**

<b>Jurisdiction</b>	<b>Title</b>	<b>Owner</b>	<b>Status</b>	<b>Serial Number</b>	<b>Registration Number</b>
US	ADVERTISING A PHARMACEUTICAL PRODUCT TO A THIRD PARTY	TABULA RASA HEALTHCARE GROUP, INC. (f/k/a Prescribe Wellness, LLC)	EXPIRED	11564286	8781899