

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM828537

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900788985

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cardinal Health, Inc.		06/03/2023	Corporation: OHIO

RECEIVING PARTY DATA

Name:	Touchdowns Holding LP
Street Address:	5900 Lake Ellenor Drive
Internal Address:	Suite 600
City:	Orlando
State/Country:	FLORIDA
Postal Code:	32809
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	85715764	AIM
Serial Number:	86596950	MSCRIPTS ONTRACK
Serial Number:	85749807	MX
Serial Number:	85570579	OUTCOMESMTM
Serial Number:	85738106	THE FACE F FACE DIFFERENCE
Serial Number:	85716039	THE FACE-TO-FACE DIFFERENCE
Serial Number:	77174852	MIRIXA
Serial Number:	77188949	MIRIXA
Serial Number:	77570497	MSCRIPTS
Serial Number:	85018491	O
Serial Number:	76679510	TIP
Serial Number:	90837152	OUTCOMES
Serial Number:	76663127	OUTCOMES
Serial Number:	90837147	OUTCOMES
Serial Number:	86058732	OUTSCRIPTING
Serial Number:	88174271	SCALAMED
Serial Number:	90171041	TELEPHARM

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90171042	TP TELEPHARM
Serial Number:	77188961	THE POWER OF PHARMACY
Serial Number:	97748796	

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 1-804-404-2367
Email: chris@beycotropia.com
Correspondent Name: Christopher Cotropia
Address Line 1: 213 Bayly Court
Address Line 2: Bey & Cotropia PLLC
Address Line 4: Richmond, VIRGINIA 23229

NAME OF SUBMITTER:	Christopher Cotropia
SIGNATURE:	/Christopher A. Cotropia/
DATE SIGNED:	08/01/2023

Total Attachments: 52

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TRANSACTION AGREEMENT

BY AND AMONG

TOUCHDOWNS HOLDING LP

AND

CARDINAL HEALTH, INC.

Dated as of June 3, 2023

TRANSACTION AGREEMENT

THIS TRANSACTION AGREEMENT (this “Agreement”) is dated and effective as of June 3, 2023 and is entered into by and among Touchdowns Holding LP, a Delaware limited partnership (“Acquirer”) and Cardinal Health, Inc., an Ohio corporation (the “Transferor”).

RECITALS

A. The Transferor is engaged, indirectly through certain of its Subsidiaries, in the operation of the Business.

B. (i) Transferor owns all of the issued and outstanding Equity Interests of GetOutcomes, LLC, a Delaware limited liability company (“GetOutcomes”), (ii) Cardinal Health 110, LLC, a Delaware limited liability company and wholly owned Subsidiary of the Transferor (“CAH 110”), owns all of the issued and outstanding Equity Interests of TelePharm, LLC, an Iowa limited liability company (“TelePharm”), and (iii) Cardinal Health Pharmacy Services, LLC, a Delaware limited liability company and wholly owned Subsidiary of the Transferor (“CAH Pharmacy Services”) owns all of the issued and outstanding Equity Interests of Outcomes Incorporated, an Iowa corporation (“Outcomes” and together with GetOutcomes and TelePharm and each of their respective Subsidiaries, the “Acquired Companies”).

C. Each of the Transferor, CAH 110, mscripts, LLC, a Delaware limited liability company and wholly owned Subsidiary of the Transferor (“mscripts”), Cardinal Health International India Pvt. Ltd., an Indian private limited company and wholly owned Subsidiary of the Transferor, mscripts and mscripts Holdings (“Cardinal India”), Cardinal Health Commercial Technologies, LLC, a Delaware limited liability company and wholly owned indirect Subsidiary of the Transferor (“Cardinal Technologies”), and mscripts Holdings, LLC, a Delaware limited liability company and wholly owned Subsidiary of the Transferor (“mscripts Holdings”, and together with the Transferor, CAH 110, mscripts, Cardinal Technologies, and Cardinal India, the “Asset Contributors”) holds certain assets, and is liable for certain Liabilities, related to the Business.

D. Between the date hereof and the Closing, the Transferor will incorporate or form a corporation or a limited liability company that is treated as a corporation for United States Tax purposes, on terms that are acceptable to Acquirer (such entity, the “Target”).

E. The Transferor wishes to and wishes to cause CAH 110 and CAH Pharmacy Services to contribute to the Target, and the Target wishes to accept the contribution from the Transferor, CAH 110 and CAH Pharmacy Services of, all of the issued and outstanding Equity Interests of the Acquired Companies (the “Acquired Securities”) in exchange for the issuance of Equity Interests of the Target (the “Target Securities”), upon the terms and subject to the conditions set forth herein and upon the terms and subject to the conditions set forth in the Contribution Agreement (as defined herein) in each case in a transaction intended to be treated as an exchange described in Section 351(a) of the Code.

F. The Transferor wishes to cause the Asset Contributors (other than Cardinal India) to contribute to the Target, and the Target wishes to accept the contribution from the Asset

Contributors (other than Cardinal India) of, all of the Contributed Assets (as defined herein), and the Target wishes to assume from the Asset Contributors (other than Cardinal India), and the Transferor wishes to cause the Asset Contributors (other than Cardinal India) to assign to the Target, the Contributed Liabilities (as defined herein), in exchange for the issuance of Target Securities, in each case, on the terms and subject to the conditions set forth in this Agreement and upon the terms and subject to the conditions set forth in the Contribution Agreement, in each case in a transaction intended to be treated as an exchange described in Section 351(a) of the Code (the contribution of the Acquired Securities, Contributed Assets and Contributed Liabilities to the Target pursuant to the Contribution Agreement, the “Initial Contribution”).

G. Following the Initial Contribution, which will take place prior to the Closing, the Target will own directly the Acquired Securities, the Contributed Assets and the Contributed Liabilities.

H. Each of CAH 110, mscripts Holdings, mscripts and Cardinal Technologies will distribute to Transferor, and the Transferor will accept the distribution from each of CAH 110, mscripts Holdings, mscripts and Cardinal Technologies of, all of their Target Securities.

I. Transferor will contribute to CAH Pharmacy Services, and CAH Pharmacy Services will accept the contribution from Transferor, all of the Target Securities in a transaction intended to be treated as an exchange described in Section 351(a) of the Code (the “Second Contribution” and, together with the Second Contribution, the “Contributions”).

J. Following the Second Contribution, CAH Pharmacy Services will own all of the issued and outstanding Target Securities.

K. On the Closing Date, the Transferor wishes to cause CAH Pharmacy Services to contribute to Acquirer, and Acquirer wishes to accept the contribution from CAH Pharmacy Services of all the issued and outstanding Target Securities upon the terms and subject to the conditions set forth herein in a transaction intended to be treated as an exchange described in Section 721(a) of the Code.

L. On the Closing Date, Acquirer wishes to contribute to Touchdowns HoldCo, and Touchdowns HoldCo wishes to accept the contribution from Acquirer of all of the Target Securities in a transaction intended to be treated as an exchange described in Section 351(a) of the Code.

M. The Transferor wishes to cause Cardinal India to sell, assign, transfer, convey and deliver to Kloudscript India Private Limited (“India Acquirer”), and Acquirer wishes to cause India Acquirer to purchase, acquire and accept from Cardinal India, all of the India Acquired Assets (as defined herein), and Acquirer wishes to cause India Acquirer to assume from Cardinal India, and the Transferor wishes to cause Cardinal India to assign to India Acquirer, the India Assumed Liabilities (as defined herein), in each case, on the terms and subject to the conditions set forth in this Agreement and the India Asset Purchase Agreement.

NOW, THEREFORE, in consideration of these premises, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

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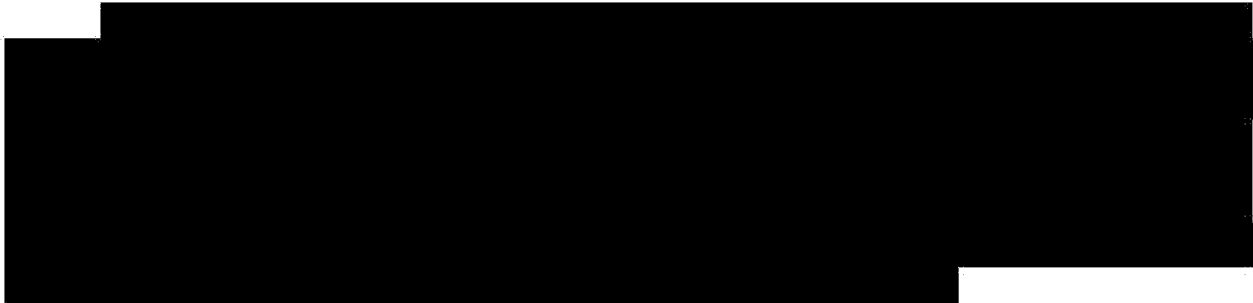
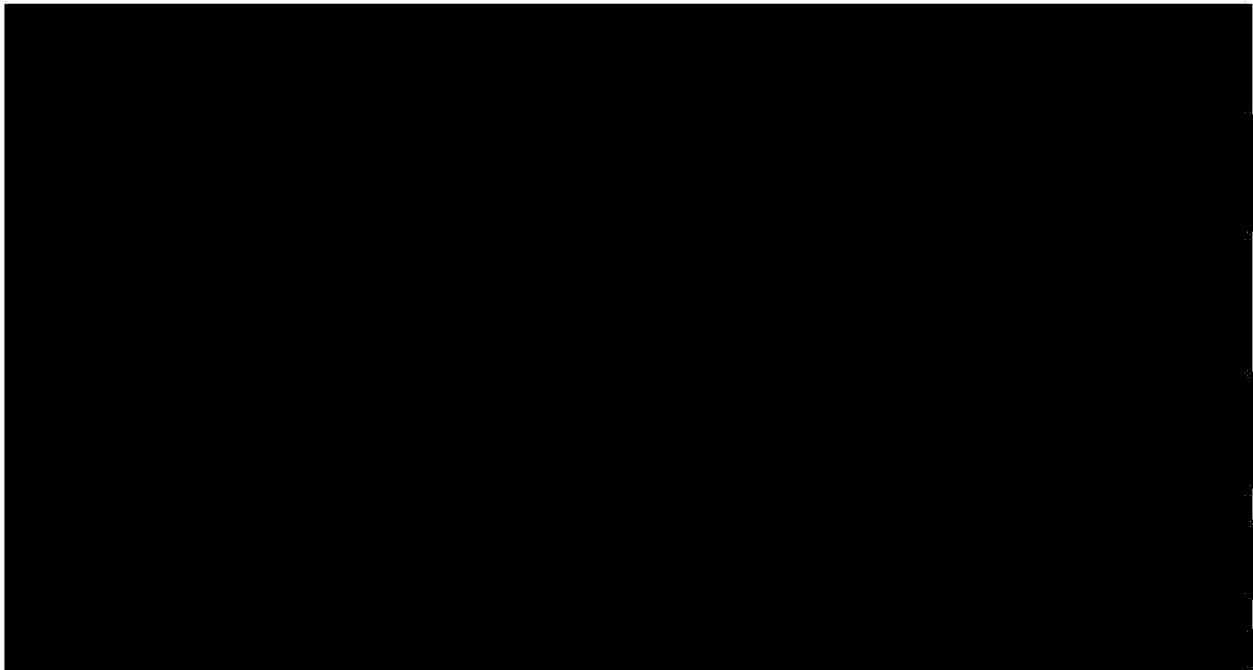
[REDACTED]

“Company IP” means any Intellectual Property Rights (i) owned or purported to be owned by Target or any of the Acquired Companies and/or (ii) included in the Acquired Assets.

[REDACTED]

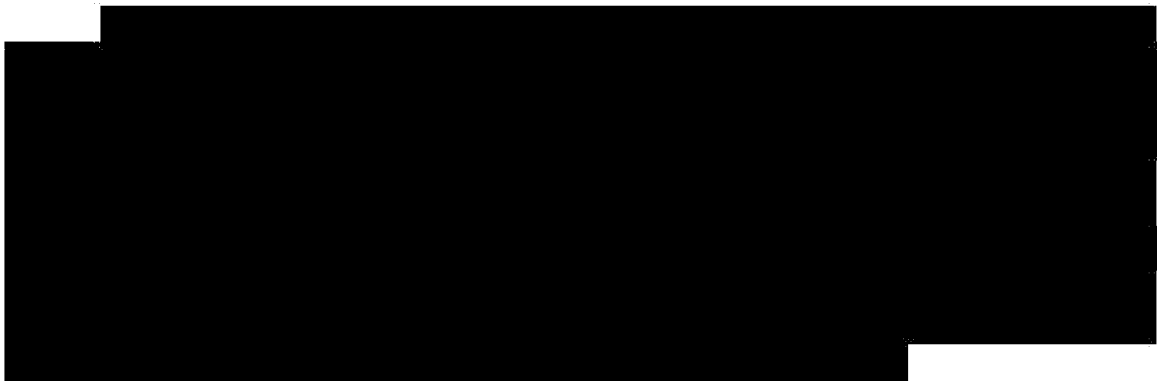
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“Intellectual Property Rights” means all domestic or international intellectual property rights, including any: (i) patents, patent applications, utility models, industrial designs, patent disclosures and inventions (whether or not patentable or reduced to practice) and all reissues, divisionals, renewals, revisions, extensions, reexaminations, provisionals, continuations and continuations-in-part with respect thereto and other patent rights (“Patents”); (ii) Marks; (iii) registered copyrights, copyright applications, works of authorship and rights in IT Systems (for clarity, other than rights in Marks, Patents, Trade Secrets and Domain Names) (“Copyrights”); (iv) trade secrets, inventions, methods, processes, discoveries, ideas, improvements, know-how and other proprietary or confidential information (“Trade Secrets”); and (v) uniform resource locators, website addresses and Internet domain names, and registrations therefor (“Domain Names”).

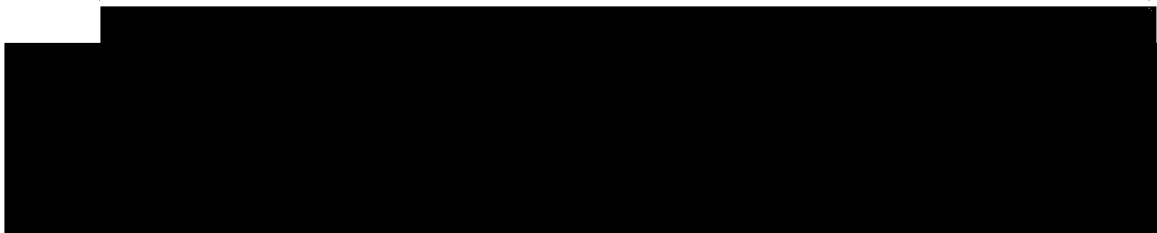
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3.13 Intellectual Property.

3.13.1 Schedule 3.13.1 sets forth, with record owner, jurisdictions, registration numbers and application numbers indicated as applicable, and solely with respect to Internet domain names, the applicable Internet domain name registrar, a complete and accurate list of all Company IP registered with, issued or renewed by, or the subject of a pending application before any Governmental Authority or internet domain name registrar (collectively, the “Business Registered IP”). Except as set forth in Schedule 3.13.1, all material Business Registered IP is (x) subsisting, and to the Company’s Knowledge, valid and enforceable, and (y) is not subject to any outstanding Governmental Order adversely affecting the validity or enforceability of, the Transferor’s (to the extent related to the Business), the Target’s or an Acquired Company’s or Asset Contributor’s ownership or use of, or rights in or to, any such Business Registered IP.

3.13.2 The Target, an Acquired Company or an Asset Contributor exclusively owns (and with respect to Business Registered IP, is the owner of record) all Company IP, free and clear of all Encumbrances except Permitted Encumbrances.



[Redacted Pages]

[REDACTED]

9. MISCELLANEOUS.

9.1 Notices. Any notice, request, demand, claim or other communication required or permitted to be delivered, given or otherwise provided under this Agreement must be in writing and must be delivered personally, delivered by nationally recognized overnight courier service or sent by electronic mail (subject to electronic confirmation of transmission). Any such notice, request, demand, claim or other communication will be deemed to have been delivered and given (a) when delivered, if delivered personally, (b) the Business Day after it is deposited with such nationally recognized overnight courier service, if sent for overnight delivery by a nationally recognized overnight courier service, or (c) the day of sending, if sent by electronic mail prior to 5:00 p.m. (eastern time) on any Business Day or the next succeeding Business Day if sent by electronic mail after 5:00 p.m. (eastern time) on any Business Day or on any day other than a Business Day, in each case, to the following address or, if applicable, email address, or to such other address or addresses, email address or email addresses as such party may subsequently designate to the other parties by notice given hereunder:

If to the Transferor or, prior to the Closing, to the Target and the Acquired Companies, to:

c/o Cardinal Health, Inc.
7000 Cardinal Place
Dublin, Ohio, USA 43017
Email: jessica.mayer@cardinalhealth.com
Attention: Chief Legal and Compliance Officer

with a copy (which will not constitute notice):

Jones Day
250 Vesey Street
New York, NY 10281
Email: rclesnick@jonesday.com; ambomberger@jonesday.com
Attention: Randi Lesnick; Ann Bomberger

If to Acquirer or, following the Closing, to the Target and the Acquired Companies:

Transaction Data Systems, Inc.
5900 Lake Ellenor Drive, Suite 600
Orlando, FL 32809
Attention: John Schaefer
Email: legal@tdsclinical.com

with a copy (which will not constitute notice):

Simpson Thacher & Bartlett LLP
600 Travis Street, Suite 5400
Houston, Texas 77002
Email: cmay@stblaw.com
Attention: Christopher R. May

Any party may change the address to which notices, requests, demands, claims, and other communications required or permitted hereunder are to be delivered by providing to the other parties notice in the manner herein set forth.

9.2 Expenses. Whether or not the Contemplated Transactions are consummated, except as otherwise specifically provided for in this Agreement, each of the parties hereto will assume and bear all expenses, costs and fees (including legal and accounting fees and expenses) incurred by such party in connection with the preparation, negotiation, execution and performance of this Agreement and the Ancillary Agreements and the consummation of the Contemplated Transactions.

9.3 Entire Agreement. This Agreement (including the Acquirer Disclosure Schedules, Transferor Disclosure Schedules, and Exhibits) together with the Confidentiality Agreement and, when executed, the other Ancillary Agreements constitutes the entire agreement and understanding of the parties respecting its subject matter and supersedes all negotiations, preliminary agreements (both oral and written) and prior or contemporaneous discussions and understandings of the parties in connection with the subject matter hereof. There are no restrictions, promises, representations, warranties, agreements or undertakings of any party with respect to the Contemplated Transactions, the Confidentiality Agreement or the Ancillary Agreements, other than those set forth herein or therein or in any other document required to be executed and delivered hereunder or thereunder.

9.4 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of

the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable Laws, be invalid or unenforceable in any respect, each party intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable Laws.

9.5 Amendment. No amendment or modification of any provision of this Agreement will be valid and binding unless it is in writing and signed by Acquirer and the Transferor.

9.6 Third Party Beneficiaries. Except as set forth in Section 6.7 and except for any Nonparty, who will be an express third party beneficiary of, and may enforce Section 8.4.3, no provision of this Agreement is intended to confer any rights, benefits, remedies or Liabilities hereunder upon any Person other than the parties and their respective successors and assigns.

9.7 Binding Effect; Assignment. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by either the Transferor or Acquirer, without the prior written consent of the other parties hereto and any attempted assignment without the required consents will be void; provided, however, that following the Closing, the Acquirer may assign this Agreement (or any of its rights or obligations hereunder) to any one or more of its Affiliates or to any future purchaser of Acquirer or its assets. No assignment of any obligations hereunder will relieve the parties of any such obligations. Upon any such permitted assignment, the references in this Agreement to Acquirer and the Transferor, as applicable, will also apply to any such assignee unless the context otherwise requires.

9.8 Governing Law. This Agreement, the rights of the parties hereunder, and all claims arising in whole or in part out of, related to, based upon, or in connection herewith or the subject matter hereof or the Contemplated Transactions (whether sounding in contract, tort, statute or otherwise) will be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

9.9 Consent to Jurisdiction. The parties agree that the appropriate, exclusive and convenient forum (“Forum”) for any disputes between any of the parties hereto arising out of or related to this Agreement or the Contemplated Transactions is the Court of Chancery in the City of Wilmington, New Castle County, Delaware except where such court lacks subject matter jurisdiction. In such event, the Forum is in the federal district court sitting in Wilmington, Delaware or, in the event such federal district court lacks subject matter jurisdiction, then in the Superior Court in the City of Wilmington, New Castle County, Delaware. Each of the parties irrevocably submits to the jurisdiction of the Forum in respect of any disputes arising out of or related to this Agreement or the Contemplated Transactions. The parties further agree that the parties will not bring suit with respect to any disputes arising out of or related to this Agreement or the Contemplated Transactions in any court or jurisdiction other than the Forum. The preceding sentence will not limit the rights of the parties to obtain execution of a Governmental Order in any other jurisdiction. The parties further agree, to the extent permitted by Law, that a final and non-appealable Governmental Order against a party in any Action contemplated in this Section 9.9 will be conclusive and may be enforced in any other jurisdiction within or outside the United States by

suit on the Governmental Order, a certified or exemplified copy of which will be conclusive evidence of the fact and amount of such Governmental Order. To the extent that any party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, each such party hereby irrevocably (i) waives such immunity in respect of its obligations with respect to this Agreement and (ii) submits to the personal jurisdiction of the Forum. Each of the parties hereby consents to process being served by any party in any suit, action or proceeding by the delivery of a copy thereof in accordance with the provisions of Section 9.1.

9.10 Waiver of Jury Trial. EACH PARTY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING BETWEEN OR AMONG ANY OF THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE CONTEMPLATED TRANSACTIONS.

9.11 Specific Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Accordingly, the parties will be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Forum, this being in addition to any other remedy to which such party is entitled at law or in equity (subject, in any case, to the terms and limitations of this Agreement). Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at Law or that any award of specific performance is not an appropriate remedy for any reason at Law or in equity. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement will not be required to provide any bond or other security in connection with such order or injunction.

9.12 No Waiver. No action taken pursuant to this Agreement by or on behalf of a party, including any investigation, will be deemed to constitute a waiver by such party of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any party of a breach of any provision of this Agreement will not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any right, power or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise of such right, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

9.13 Negotiation of Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

9.14 Disclosure Schedules. Disclosure of any item on any of the Schedules contained in the Acquirer Disclosure Schedule or Transferor Disclosure Schedule, as applicable, (the "Schedules") will not constitute an admission or indication that such item or matter is material or

would have a Company Material Adverse Effect or a TDS Material Adverse Effect, as applicable. No disclosure on a Schedule relating to a possible breach or violation of any Contract, Law or Governmental Order will be construed as an admission or indication that a breach or violation exists or has actually occurred. Any capitalized terms used in any Schedule but not otherwise defined therein will be defined as set forth in this Agreement. There may be included in the Schedules and elsewhere in this Agreement items and information that are not “material,” and such inclusion will not be deemed to be an acknowledgment or agreement that any such item or information (or any non-disclosed item or information of comparable or greater significance) is “material,” or to affect the interpretation of such term for purposes of this Agreement. The Schedules are arranged in sections corresponding to the sections contained in this Agreement merely for convenience, and the disclosure of an item in one section of the Schedules as an exception to a particular representation or warranty will be deemed adequately disclosed as an exception with respect to all other representations and warranties to the extent that the relevance of such item to such other representations or warranties is reasonably apparent on its face.

9.15 Conflict of Interest. If the Transferor so desires, and without the need for any consent or waiver by Acquirer, Jones Day is permitted to represent the Transferor or any of its respective Affiliates after the Closing in connection with any matter related to the Contemplated Transactions or any disagreement or dispute relating thereto.

9.16 Headings. The headings contained in this Agreement are inserted only for reference as a matter of convenience and in no way define, limit or describe the scope or intent of this Agreement, and will not affect in any way the construction, meaning or interpretation of this Agreement.

9.17 Counterparts; Signature. This Agreement may be executed in any number of counterparts, and by the different parties hereto in separate counterparts, each of which will be deemed an original for all purposes and all of which together will constitute one and the same instrument. Signatures to this Agreement may be delivered by facsimile or pdf by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

[The remainder of this page is intentionally blank. Signatures follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized signatories as of the day and year first written above.

CARDINAL HEALTH, INC.

By: 

Name: Deborah Weitzman

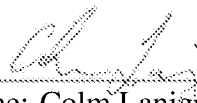
Title: Chief Executive Office - Pharmaceutical

[Signature Page -- Transaction Agreement]

TOUCHDOWNS HOLDING LP

By: BLK Touchdowns Genpar LLC, its general partner

By: BlackRock Financial Management, Inc., its sole member

By: 
Name: Colm Lanigan
Title: Authorized Signatory

[Redacted Pages]

Schedule 1.2(b)
Contributed IP Rights

1. All Contributed IP Rights (for clarity, including Items 2-5 on this Schedule 1.2(b)), together with: (i) all common-law rights related thereto and all goodwill associated therewith and symbolized thereby, and, in each case, all registrations therefor that are or may be secured as of or after the date hereof; (ii) all rights to maintain, file for, prosecute and obtain all applications, registrations, renewals, extensions, reexaminations, reissues, divisionals, provisionals, substitutions, continuations, and continuations-in-part for any of the Contributed IP Rights; (iii) all rights, priorities and privileges of the Asset Contributors (other than Cardinal India) provided under the Laws of all applicable jurisdictions, or any multinational law, compact, treaty, protocol, convention or organization, with respect to the Contributed IP Rights; (iv) all past, current or future rights (including rights to license), claims, causes of action (including for infringement, dilution, misappropriation and similar violations), defenses, or rights of set-off or counterclaim against third parties, in each case, that relate to or arise out of the Contributed IP Rights, and the right to receive all monies, proceeds, income, royalties, settlements, recoveries and other payments in connection therewith; and (v) all tangible embodiments of the Contributed IP Rights (for clarity, not otherwise covered by Item 2 or Item 3 on Schedule 1.2(b)), in each case of (i) – (v), to be held and enjoyed after the Closing by Acquirer or any of its Affiliates (for clarity, including, as of the Closing, the Target and the Acquired Companies) for their own use and enjoyment, and for the use and enjoyment of their successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Asset Contributors (other than Cardinal India) prior to the Closing.

2. Patents

Stems	Country	App. Date	App. No.	Pub. Date	Pub. No.	Issued Date	Parent No.	Inventor	Applicant	App. Title
1. Pending	USA	10/24/2022	63/380649					Jeremy Richard SCHRADER; Bipinkumar Ashokkumar DUBEY	Cardinal Health Commercial Technologies, LLC	PATENT-LED PRESCRIPTION REFILL GROUPING SYSTEM AND METHOD
2. Issued	USA	03/18/2009	12/406427			04/30/2013	8433587 B1	Mark CULLEN	inscriptis, LLC	COMMUNICATION OF MEDICAL PRESCRIPTIONS WITH MOBILE PROCESSING SYSTEMS

3. Trademarks

Serial	Country	Trademark	Design	Owner	Status	Application#	Registration Number	Registration Date
1.	United States	MSCRIPPTS		MSCRIPPTS, LLC	Registered	77/570497	4164838	06/26/2012
2.	United States	MSCRIPPTS ONTRACK		MSCRIPPTS, LLC	Registered	86/596950	4855575	11/17/2015
3.	United States	MX (Stylized)		MSCRIPPTS, LLC	Registered	85/749807	4367358	07/16/2013

4. Domain Names

Domain Name	Registrant	Registrar
1. nationalmhmadvisoryboard.org	Cardinal Health, Inc.	MarkMonitor Inc.
2. telepharm.com	Cardinal Health, Inc.	Network Solutions, LLC
3. outcomesntrn.com	Cardinal Health, Inc.	Network Solutions, LLC
4. getoutcomes.com	Cardinal Health, Inc.	Network Solutions, LLC
5. mscripts.com	Cardinal Health, Inc.	MarkMonitor, Inc.
6. scalamed.com	Cardinal Health, Inc.	MarkMonitor, Inc.

5. Other Intellectual Property Rights

- All right, title and interest of the Asset Contributors (other than Cardinal India) in, to or under (i) all Marks in the Contributed Software containing or comprising "Outcomes", "OutcomesOne", "Connect+", "Outcomes Connect", "mscripts", "mscripts OnTrack", "MX", "TelePharm", "Virtual Verification", "TelePharm Court", "TeleCounsel" and "Scalamed", and any Mark

confusingly similar thereto or dilutive thereof, (ii) all Copyrights in the Contributed Software and (iii) all other Intellectual Property Rights in the Contributed Software exclusively used or exclusively held for use in connection with the Business.

- An equal undivided one-half interest of the Asset Contributors (other than Cardinal India) in, to or under all Intellectual Property Rights in the Co-Owned Software, such that the Asset Contributors (other than Cardinal India), on the one hand, and Acquirer, on the other hand, shall be equal joint owners. For clarity, each of the Asset Contributors (other than Cardinal India) and Acquirer agree that each of the Asset Contributors (other than Cardinal India) and Acquirer (i) may use and license the Co-Owned Software without any other party's consent or an accounting for proceeds and (ii) will cooperate to protect and enforce the Co-Owned Software against third parties. Unless otherwise agreed between Acquirer and Transferor, the party that first learns of any infringement by a third party of the Intellectual Property Rights in the Co-Owned Software shall have the first right (such right to be exercised within 90 days of such party's notice to the other party) to institute and control the relevant Action and the other party shall join the Action if requested; provided however that such party controlling the relevant Action shall not enter into a settlement, consent to judgment or other voluntary final disposition that subjects the non-controlling party to any disparate treatment (including with respect to damages, awards and proceeds) relative to the controlling party or any liability or adverse consequence without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed).

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Schedule 3.13
Intellectual Property

3.13.1.

1. Patents

Status	Country	App. Date	App. No.	Pub. Date	Pub. No.	Issued Date	Patent No.	Inventor	Applicant	App. Title
1. Pending	USA	10/24/2022	63/380649					Jeremy Richard SCHRADER, Bipinkumar Ashokkumar DUBEY	Cardinal Health Commercial Technologies, LLC	PATIENT-LED PRESCRIPTION REFILL GROUPING SYSTEM AND METHOD
2. Published	USA	06/06/2022	17/756956	01/26/2023	US-2023-0027591-A1			Alon NOVY, Tal RAPKE	GetOutcomes, LLC	METHOD AND APPARATUS FOR PASSIVE KNOWLEDGE ACQUISITION IN A DISTRIBUTED SYSTEM
3. Pending	Australia	12/03/2020	2020396797					Alon NOVY, Tal RAPKE	GetOutcomes, LLC	METHOD AND APPARATUS FOR PASSIVE KNOWLEDGE ACQUISITION IN A DISTRIBUTED SYSTEM
4. Issued	USA	03/18/2009	12/406427			04/30/2013	8433587B1	Mark CULLEN	mscripts, LLC	COMMUNICATION OF MEDICAL PRESCRIPTIONS WITH MOBILE PROCESSING SYSTEMS



5.	Lapsed	Australia	12/06/2019	2019904624							Along NOVY, Tal RAPKE	Getoutcomes, LLC	METHOD AND APPARATUS FOR PASSIVE KNOWLEDGE ACQUISITION IN A DISTRIBUTED SYSTEM
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2. Trademarks

	Country	Trademark	Design	Owner	Status	Application#	Registration Number	Registration Date
1.	United States	AIM		Outcomes, Inc.	Registered	85/715764	4431045	11/12/2013
2.	United States	Connect Platform		GetOutcomes, LLC	Unregistered	N/A	N/A	N/A
3.	United States	Insight Clinical Engine		GetOutcomes, LLC	Unregistered	N/A	N/A	N/A
4.	Australia	MIRIXA		Mirixa Corporation	Registered	988325	988325	11/24/2008
5.	Canada	MIRIXA		Mirixa Corporation	Registered	1514215	TMA869258	01/16/2014
6.	International- Madrid Protocol	MIRIXA		Mirixa Corporation	Registered	988325	988325	11/24/2008

Country	Trademark	Design	Owner	Status	Application#	Registration Number	Registration Date
7. United States	MIRIXA		Mirixa Corporation	Registered	77/174528	3514798	10/14/2008
8. United States	MIRIXA (Stylized color)		Mirixa Corporation	Registered	77/188949	3523180	10/28/2008
9. United States	MSCRIPTS		MSCRIPTS, LLC	Registered	77/570497	4164838	06/26/2012
10. United States	MSCRIPTS ONTRACK		MSCRIPTS, LLC	Registered	86/596950	4855575	11/17/2015
11. United States	MX (Stylized)		MSCRIPTS, LLC	Registered	85/749807	4367358	07/16/2013
12. United States	O Logo		Outcomes, Incorporated	Registered	85/018491	3886101	12/07/2010
13. United States	O Logo		GetOutcomes, LLC	Pending	97/748796	N/A	N/A
14. United States	OUTCOMES		GetOutcomes, LLC	Suspended	90/837152	N/A	N/A
15. United States	OUTCOMES		GetOutcomes, LLC	Registered	76/663127	3310339	10/16/2007

Country	Trademark	Design	Owner	Status	Application#	Registration Number	Registration Date
16. United States	OUTCOMES Logo		GetOutcomes, LLC	Suspended	90/837147	N/A	N/A
17. United States	OutcomesOne		GetOutcomes, LLC	Unregistered	N/A	N/A	N/A
18. United States	Outcomes MTM Centers		GetOutcomes, LLC	Unregistered	N/A	N/A	N/A
19. United States	OUTCOMESMTM		Outcomes, Incorporated	Registered	85/570579	4384970	08/13/2013
20. United States	OUTSCRIPTING		Telepharm, LLC	Registered	86/058732	4594335	08/26/2014
21. United States	Personal Pharmacists		GetOutcomes, LLC	Unregistered	N/A	N/A	N/A
22. United States	PharmAssist on Call		GetOutcomes, LLC	Unregistered	N/A	N/A	N/A
23. Australia	SCALAMED		GetOutcomes, LLC	Registered	1884244	1884244	11/10/2017
24. United States	SCALAMED		GetOutcomes, LLC	Registered	88174271	5774644	06/11/2019

Country	Trademark	Design	Owner	Status	Application#	Registration Number	Registration Date
25. United States	TELEPHARM		Telepharm, LLC	Registered	90171041	6369192	06/01/2021
26. United States	TELEPHARM & Design		Telepharm, LLC	Registered	90171042	6369193	06/01/2021
27. United States	THE FACE F FACE DIFFERENCE & Design		Outcomes, Inc.	Registered	85/738106	4363811	07/09/2013
28. United States	THE FACE-TO-FACE DIFFERENCE		Outcomes, Inc.	Registered	85/716039	4323989	4/23/2013
29. United States	THE POWER OF PHARMACY		MIRIXA CORPORATION	Registered	77/188961	3523181	10/28/2008
30. United States	TIP		Outcomes, Incorporated	Registered	76/679510	3393894	03/11/2008

3. Copyrights

Title	Reg. #	Owner
1. TelePharmacy Software	TX0008884831	TelePharm, LLC

4. Domain Names

Domain Name	Registrant	Registrar
1. nationahntmadvisoryboard.org	Cardinal Health, Inc.	MarkMonitor Inc.

2	telepharm.com	Cardinal Health, Inc.	Network Solutions, LLC
3	outcomesntm.com	Cardinal Health, Inc.	Network Solutions, LLC
4	getoutcomes.com	Cardinal Health, Inc.	Network Solutions, LLC
5	mscripts.com	Cardinal Health, Inc.	MarkMonitor, Inc.
6	scalamed.com	Cardinal Health, Inc.	MarkMonitor, Inc.

[REDACTED]

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CONTRIBUTION AGREEMENT

This **CONTRIBUTION AGREEMENT** (this “Agreement”), dated as of July 10, 2023 (the “Effective Date”) is entered into by and between Cardinal Health, Inc., an Ohio corporation (“Transferor”), Cardinal Health 110, LLC, a Delaware limited liability company and wholly owned Subsidiary of the Transferor (“CAH 110”), Cardinal Health Pharmacy Services, LLC, a Delaware limited liability company and wholly owned Subsidiary of the Transferor (“CAH Pharmacy Services”), Cardinal Health Commercial Technologies, LLC, a Delaware limited liability company and wholly owned Subsidiary of the Transferor (“Cardinal Technologies”), mscripts, LLC, a Delaware limited liability company and wholly owned Subsidiary of the Transferor (“mscripts”), mscripts Holdings, LLC, a Delaware limited liability company and wholly owned Subsidiary of the Transferor (“mscripts Holdings”), Cardinal Health 5, LLC, a Delaware limited liability company and wholly owned Subsidiary of the Transferor (“CAH 5”) and Moonlight TargetCo, LLC, a Delaware limited liability company (the “Target”).

PRELIMINARY STATEMENTS:

WHEREAS, Transferor and Touchdowns Holding LP, a Delaware limited partnership (“Acquirer”) are parties to that certain Transaction Agreement, dated as of June 3, 2023 (the “Transaction Agreement”), pursuant to which, among other things, (i) Transferor agreed and agreed to cause the Asset Contributors to contribute to the Target, and the Target agreed to accept the contribution from Transferor and the Asset Contributors, the Acquired Securities (as defined below) and the Contributed Assets (as defined in the Transaction Agreement) and the Target agreed to assume the Contributed Liabilities (as defined in the Transaction Agreement) and (ii) Transferor agreed to cause CAH Pharmacy Services to sell, convey, assign, transfer and deliver, to Acquirer, and Acquirer agreed to acquire and accept from CAH Pharmacy Services, all of the Equity Interests in the Target. Capitalized terms used but not defined in this Agreement have the meanings given to them in the Transaction Agreement.

WHEREAS, (i) Transferor owns all of the issued and outstanding Equity Interests of GetOutcomes, LLC, a Delaware limited liability company (“GetOutcomes”), (ii) CAH 110 owns all of the issued and outstanding Equity Interests of TelePharm, LLC, an Iowa limited liability company (“TelePharm”), and (iii) CAH Pharmacy Services owns all of the issued and outstanding Equity Interests of Outcomes Incorporated, an Iowa corporation (“Outcomes”, and together with GetOutcomes, TelePharm and each of their respective Subsidiaries, the “Acquired Companies”).

WHEREAS, each of the Transferor, CAH 110, mscripts, Cardinal Technologies and mscripts Holdings (each an “Outcomes Asset Contributor” and collectively, the “Outcomes Asset Contributors”) holds certain assets, and is liable for certain Liabilities, related to the Business.

WHEREAS, immediately following the settlement or extinguishment of intercompany receivables and payables between the Target or any Acquired Company, on the one hand, and the Transferor or any of its respective Affiliates (other than the Target or an Acquired Company), on the other hand, (i) the Transferor, CAH 110 and CAH Pharmacy Services wish to contribute to the Target, and the Target wishes to accept the contribution from the Transferor, CAH 110 and CAH Pharmacy Services of, all of the issued and outstanding Equity Interests of the Acquired Companies (the “Acquired Securities”) in exchange for the issuance of Equity Interests of the

Target (the “Target Securities”) in a transaction intended to be treated as an exchange described in Section 351(a) of the Code and on the terms and subject to the conditions set forth herein and in the Transaction Agreement and (ii) the Outcomes Asset Contributors wish to contribute to the Target, and the Target wishes to accept the contribution from the Outcomes Asset Contributors, all of the Contributed Assets, and the Target wishes to assume from the Outcomes Asset Contributors, and the Outcomes Asset Contributors wish to assign to the Target, the Contributed Liabilities, in exchange for the issuance of Target Securities, in a transaction intended to be treated as an exchange described in Section 351(a) of the Code and, in each case, on the terms and subject to the conditions set forth herein and in the Transaction Agreement (the contribution of the Acquired Securities, Contributed Assets and Contributed Liabilities to the Target pursuant to this Agreement, the “Initial Contribution”).

WHEREAS, following the Initial Contribution, the Target will own directly the Acquired Securities, the Contributed Assets and the Contributed Liabilities.

WHEREAS, Cardinal Technologies wishes to distribute to CAH 5, and CAH 5 wishes to accept the distribution from Cardinal Technologies of all its Target Securities on the terms and subject to the conditions set forth herein and in the Transaction Agreement, and each of CAH 110, mscripts Holdings, mscripts and CAH 5 wish to distribute to Transferor, and the Transferor wishes to accept the distribution from each of CAH 110, mscripts Holdings, mscripts and CAH 5 of, all of their Target Securities on the terms and subject to the conditions set forth herein and in the Transaction Agreement.

WHEREAS, Transferor wishes to contribute to CAH Pharmacy Services, and CAH Pharmacy Services wishes to accept the contribution from Transferor, all of the Target Securities in a transaction intended to be treated as an exchange described in Section 351(a) of the Code on the terms and subject to the conditions set forth herein and in the Transaction Agreement (the “Second Contribution”).

WHEREAS, following the Second Contribution, CAH Pharmacy Services will own all of the issued and outstanding Equity Interests of the Target.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth herein, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE ONE

CONTRIBUTION; ACCEPTANCE AND ASSUMPTION; CAPITAL CONTRIBUTION

1.1 Contributed Assets. In exchange for (a) the issuance of Equity Interests of the Target as set forth in Section 1.4 and (b) the assumption of the Contributed Liabilities, the Outcomes Asset Contributors hereby contribute to the Target and the Target hereby accepts such contribution of, all of the right, title and interest of such Persons in, to and under the Contributed Assets, free and clear of any Encumbrances other than Permitted Encumbrances.

1.2 Contributed Liabilities. The Outcomes Asset Contributors hereby contribute all Contributed Liabilities to the Target and the Target hereby assumes and agrees to perform and fulfill when due the Contributed Liabilities of the Outcomes Asset Contributors.

1.3 Acquired Securities. The Transferor, CAH 110 and CAH Pharmacy Services hereby contributes to the Target, and the Target hereby accepts the contribution from the Transferor, CAH 110 and CAH Pharmacy Services of, all of the issued and outstanding Equity Interests of the Acquired Companies, in each case, free and clear of all Encumbrances (other than restrictions on transfer under applicable securities Laws or under the Organizational Documents of the Target or the applicable Acquired Company).

1.4 Equity Issuance. In exchange for the Contributed Assets and the Equity Interests of the Acquired Companies, the Target hereby issues to each of the Outcomes Asset Contributors and CAH Pharmacy Services membership interests in the Target.

1.5 Distribution to Transferor. Following the actions contemplated in Sections 1.1-1.4, Cardinal Technologies hereby distributes its Target Securities to CAH 5, and subsequently each of CAH 110, miscripts Holdings, miscripts and CAH 5 hereby distributes to the Transferor 100% of each of their Target Securities to the Transferor.

1.6 Contribution to CAH Pharmacy Services. Following the actions contemplated in Section 1.5, Transferor hereby contributes 100% of its Target Securities to CAH Pharmacy Services.

ARTICLE TWO

GENERAL PROVISIONS

2.1 Transaction Agreement. Nothing contained in this Agreement shall be construed as a waiver of or limitation upon any of the rights or remedies of the parties hereto as set forth in, or arising in connection with, the Transaction Agreement, or in any instrument or document delivered by the parties hereto pursuant to the Transaction Agreement. This Agreement is executed and delivered in connection with the Transaction Agreement. In the event of any ambiguity, conflict or inconsistency between the terms of this Agreement and the terms of the Transaction Agreement, the terms of the Transaction Agreement will govern and control. The parties hereto acknowledge and agree that all agreements, representations, warranties, indemnities, covenants and provisions contained in the Transaction Agreement are not superseded hereby but will remain in full force and effect to the extent provided therein. This Agreement is not intended to, and does not, create any broader obligations of the parties hereto than those contemplated by the Transaction Agreement. Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the parties hereto, with the prior written consent of Acquirer.

2.2 Amendment and Waiver. Neither this Agreement nor any term hereof may be changed, amended or terminated orally, but only by written act of the parties hereto, with the prior written consent of Acquirer. No failure or delay on the part of a party hereto in the

exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right.

2.3 Binding Nature; Assignment; Consent to Assignment. This Agreement shall become effective as of the Effective Date and shall, from and after such date, be binding upon and inure to the benefit of the parties hereto. The rights and obligations of the parties shall not be assigned or delegated by any party without the written consent of the other party hereto and without the prior written consent of Acquirer. Subject to the preceding sentence, all Contributed Assets transferred pursuant to Section 1.1 of this Agreement, all Contributed Liabilities transferred pursuant to Section 1.2, and all Acquired Securities transferred pursuant to Section 1.3 of this Agreement are hereby transferred unto the Target and such Person's successors and assigns forever, and this Agreement will be binding upon and inure to the benefit of the parties hereto and the successors and assigns of the parties hereto.

2.4 Governing Law. This Agreement, the rights of the parties hereunder, and all claims arising in whole or in part out of, related to, based upon, or in connection herewith or the subject matter hereof (whether sounding in contract, tort, statute or otherwise) will be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

2.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but each of which, when taken together, shall constitute one and the same instrument.

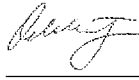
2.6 Headings. The article, section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.

2.7 Severability. If any term or other provision of this Agreement is held to be invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to a party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties and Acquirer shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

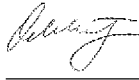
2.8 Entire Agreement. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and supersedes all prior statements or agreements, whether oral or written, among the parties with respect to such subject matter.

[SIGNATURE PAGE FOLLOWS]

CARDINAL HEALTH, INC.

By: 
Name: Deborah Weitzman
Title: CEO – Pharmaceutical Segment

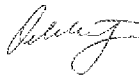
CARDINAL HEALTH 110, LLC

By: 
Name: Deborah Weitzman
Title: CEO – Pharmaceutical Segment

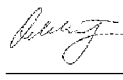
CARDINAL HEALTH PHARMACY SERVICES, LLC

By: _____
Name: Scott Zimmerman
Title: Treasurer

MSCRIPTS, LLC

By: 
Name: Deborah Weitzman
Title: CEO – Pharmaceutical Segment

MSCRIPTS HOLDINGS, LLC

By: 
Name: Deborah Weitzman
Title: CEO – Pharmaceutical Segment

[Signature Page to Contribution Agreement]

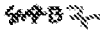
CARDINAL HEALTH, INC.

By: _____
Name: Deborah Weitzman
Title: CEO – Pharmaceutical Segment

CARDINAL HEALTH 110, LLC

By: _____
Name: Deborah Weitzman
Title: CEO – Pharmaceutical Segment

**CARDINAL HEALTH PHARMACY
SERVICES, LLC**

By:  _____
Name: Scott Zimmerman (JUL 5, 2023 10:10 AM EDT)
Title: Treasurer

MSCRIPTS, LLC

By: _____
Name: Deborah Weitzman
Title: CEO – Pharmaceutical Segment

MSCRIPTS HOLDINGS, LLC

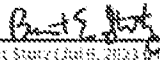
By: _____
Name: Deborah Weitzman
Title: CEO – Pharmaceutical Segment

{Signature Page to Contribution Agreement}

CARDINAL HEALTH COMMERCIAL
TECHNOLOGIES, LLC

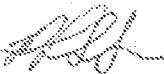
By: _____
Name: Phil Makrogiannis
Title: Assistant Secretary

MOONLIGHT TARGETCO, LLC

By:  _____
Name: Brent Stutz
Title: President

{Signature Page to Contribution Agreement}

CARDINAL HEALTH COMMERCIAL
TECHNOLOGIES, LLC


By: 
Name: Phil Makrogiannis
Title: Assistant Secretary

MOONLIGHT TARGETCO, LLC

By: _____
Name: Brent Stutz
Title: President

[Signature Page to Contribution Agreement]

CARDINAL HEALTH 5, LLC

By:  _____
Name: Laura Dhaliwal (Jul 8, 2023 12:41 EDT)

Name: Laura Dhaliwal

Title: Assistant Secretary

[Signature Page to Contribution Agreement]

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Trademark Assignment**”), effective as of July 10, 2023 (“**Effective Date**”), is made by and between mscripts, LLC, a Delaware limited liability company (“**Assignor**”), and Moonlight TargetCo, LLC, a Delaware limited liability company (“**Assignee**”). Assignor and Assignee may be referred to individually as “**Party**” and collectively as “**Parties**” hereafter.

WHEREAS, Cardinal Health, Inc., an Ohio corporation (“**Transferor**”) and Touchdowns Holding LP, a Delaware limited partnership (“**Acquirer**”) are Parties to that certain Transaction Agreement, dated as of June 3, 2023 (the “**Transaction Agreement**”), pursuant to which, among other things, Transferor agreed and agreed to cause the Asset Contributors to contribute to Assignee, and Assignee agreed to accept such contribution from Transferor and the Asset Contributors, the Contributed Assets (as defined in the Transaction Agreement); and

WHEREAS, pursuant to the Transaction Agreement, Transferor, Assignor, Cardinal Health 110, LLC, Cardinal Health Pharmacy Services, LLC, Cardinal Health Commercial Technologies, LLC, mscripts Holdings, LLC and Assignee, entered into that certain Contribution Agreement, dated as of July 10, 2023 (the “**Contribution Agreement**”), pursuant to which Assignor irrevocably contributed, conveyed, transferred, assigned and delivered to Assignee, and Assignee accepted such contribution, conveyance, transfer, assignment and delivery of, among other things, all of Assignor’s right, title and interest in, to and under the Contributed Assets, including the Trademarks set forth on Schedule A attached hereto (collectively, the “**Assigned Trademarks**”).

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Transaction Agreement, Contribution Agreement and this Trademark Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Trademark Assignment have the meanings given to them in the Transaction Agreement or Contribution Agreement, as applicable.

2. **Assignment.** Assignor hereby confirms the irrevocable contribution, conveyance, transfer, assignment and delivery to Assignee, and Assignee hereby confirms the irrevocable acceptance of such contribution, conveyance, transfer, assignment and delivery of, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, together with: (i) all common-law rights related thereto and all goodwill associated therewith and symbolized thereby, and, in each case, all registrations therefor that are or may be secured as of or after the date hereof; (ii) all rights to maintain, file for, prosecute and obtain all applications, registrations, renewals, extensions, reexaminations, reissues, divisionals, provisionals, substitutions, continuations, and continuations-in-part for any of the Assigned Trademarks; (iii) all rights, priorities and privileges of the Assignor provided under the Laws of all applicable jurisdictions, or any multinational law, compact, treaty, protocol, convention or organization, with respect to the Assigned Trademarks; (iv) all past, current or future rights (including rights to license), claims, causes of action (including for infringement, dilution, misappropriation and similar violations), defenses, or rights of set-off or counterclaim against third parties, in each case, that relate to or arise out of the Assigned Trademarks, and the right to receive all monies, proceeds, income, royalties, settlements, recoveries and other payments in connection therewith; and (v) all tangible embodiments of the Assigned Trademarks, in each case of (i)–(v), to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor on the Effective Date had the above assignment not been made.

3. Due Authorization. Assignor hereby authorizes and requests that the Office of the Commissioner for Trademarks of the United States Patent and Trademark Office and any other official of any applicable Governmental Authority in the relevant jurisdiction to record Assignee as the assignee and owner of the Assigned Trademarks and to issue any and all registrations from any and all applications for registration included in the Assigned Trademarks to and in the name of Assignee. Assignor agrees that, upon the written request of Assignee, Assignor shall use its Commercially Reasonable Efforts to execute and deliver such documents and take all actions as deemed reasonably necessary or appropriate to vest all of Assignor's right, title, and interest in and to the Assigned Trademarks, and any and all rights associated therewith, in Assignee and give full effect to the purpose and intent of this Trademark Assignment.

4. Transaction Agreement. Nothing contained in this Trademark Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties hereto as set forth in, or arising in connection with, the Transaction Agreement, or in any instrument or document delivered by the Parties hereto pursuant to the Transaction Agreement. This Trademark Assignment is executed and delivered in connection with the Transaction Agreement. In the event of any ambiguity, conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Transaction Agreement, the terms of the Transaction Agreement will govern and control. The Parties hereto acknowledge and agree that all agreements, representations, warranties, indemnities, covenants and provisions contained in the Transaction Agreement and/or Contribution Agreement are not superseded hereby but will remain in full force and effect to the extent provided therein. This Trademark Assignment is not intended to, and does not, create any broader obligations of the Parties hereto than those contemplated by the Transaction Agreement. Neither this Trademark Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Parties hereto, with the prior written consent of Assignee.

5. Amendment and Waiver. Neither this Trademark Assignment nor any term hereof may be changed, amended or terminated orally, but only by written act of the Parties hereto, with the prior written consent of Assignee. No failure or delay on the part of a Party hereto in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right.

6. Binding Nature; Assignment; Consent to Assignment. This Trademark Assignment shall become effective as of the Effective Date and shall, from and after such date, be binding upon and inure to the benefit of the Parties hereto. The rights and obligations of the Parties shall not be assigned or delegated by any Party without the written consent of Assignee. Subject to the preceding sentence, all Contributed Assets contributed or assigned pursuant to Section 1.1 of the Contribution Agreement, and confirmed as being assigned pursuant to Section 2 of this Trademark Assignment, are hereby transferred unto Assignee and its successors and assigns forever, and this Trademark Assignment will be binding upon and inure to the benefit of the Parties hereto and the successors and assigns of the Parties hereto.

7. Governing Law. This Trademark Assignment, the rights of the Parties hereunder, and all claims arising in whole or in part out of, related to, based upon, or in connection herewith or the subject matter hereof (whether sounding in contract, tort, statute or otherwise) will be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

8. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be an original, but each of which, when taken together, shall constitute one and the same instrument.

9. Headings. The article, section and paragraph headings contained in this Trademark Assignment are for reference purposes only and shall not affect in any way the meaning and interpretation of this Trademark Assignment.

10. Severability. If any term or other provision of this Trademark Assignment is held to be invalid, illegal or incapable of being enforced by any applicable law or public policy, all other conditions and provisions of this Trademark Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any adverse manner to a Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Trademark Assignment so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the extent possible.

[Signature Pages Follow]

IN WITNESS WHEREOF, Assignor and Assignee cause this Trademark Assignment to be executed by a duly authorized officer as of the Effective Date.

mscripts, LLC

By: 

Name: Deborah Weitzman

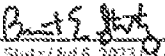
Title: CEO – Pharmaceutical Segment

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008152 FRAME: 0703

IN WITNESS WHEREOF, Assignor and Assignee cause this Trademark Assignment to be executed by a duly authorized officer as of the Effective Date.

Moonlight TargetCo, LLC

By: 
Brent Stutz (Jul 8, 2023 6:47 EDT)
Name: Brent Stutz
Title: President

[Signature Page to Trademark Assignment Agreement]

SCHEDULE A

Assigned Trademarks

Trademark	Country	Owner	Status	App. No.	Registration No.	Registration Date
1 MSCRIPTS	United States	mscripts, LLC	Registered	77/570497	4164838	06/26/2012
2 MSCRIPTS ONTRACK	United States	mscripts, LLC	Registered	86/596950	4855575	11/17/2015
3 MX (Stylized)	United States	mscripts, LLC	Registered	85/749807	4367358	07/16/2013

PATENT ASSIGNMENT AGREEMENT

This **PATENT ASSIGNMENT AGREEMENT** (“**Patent Assignment**”), effective as of July 10, 2023 (“**Effective Date**”), is made by and between mscripts, LLC, a Delaware limited liability company, and Cardinal Health Commercial Technologies, LLC, a Delaware limited liability company (each an “**Assignor**,” collectively “**Assignors**”), and Moonlight TargetCo, LLC, a Delaware limited liability company (“**Assignee**”). Each of Assignors and Assignee may be referred to individually as “**Party**” and collectively as “**Parties**” hereafter.

WHEREAS, Cardinal Health, Inc., an Ohio corporation (“**Transferor**”) and Touchdowns Holding LP, a Delaware limited partnership (“**Acquirer**”) are Parties to that certain Transaction Agreement, dated as of June 3, 2023 (the “**Transaction Agreement**”), pursuant to which, among other things, Transferor agreed and agreed to cause the Asset Contributors to contribute to Assignee, and Assignee agreed to accept such contribution from Transferor and the Asset Contributors, the Contributed Assets (as defined in the Transaction Agreement); and

WHEREAS, pursuant to the Transaction Agreement, Transferor, Assignors, Cardinal Health 110, LLC, Cardinal Health Pharmacy Services, LLC, mscripts Holdings, LLC and Assignee, entered into that certain Contribution Agreement, dated as of July 10, 2023 (the “**Contribution Agreement**”), pursuant to which Assignors irrevocably contributed, conveyed, transferred, assigned and delivered to Assignee, and Assignee accepted such contribution, conveyance, transfer, assignment and delivery of, among other things, all of Assignors’ right, title and interest in, to and under the Contributed Assets, including the Patents set forth on Schedule A attached hereto (collectively, the “**Assigned Patents**”).

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations and warranties set forth in the Transaction Agreement, Contribution Agreement and this Patent Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors and Assignee hereby agree as follows:

1. **Definitions.** Capitalized terms used but not defined in this Patent Assignment have the meanings given to them in the Transaction Agreement or Contribution Agreement, as applicable.

2. **Assignment.** Each Assignor hereby confirms the irrevocable contribution, conveyance, transfer, assignment and delivery to Assignee, and Assignee hereby confirms the irrevocable acceptance of such contribution, conveyance, transfer, assignment and delivery of, all of Assignors’ right, title and interest in, to and under the Assigned Patents, together with: (i) all common-law rights related thereto and all goodwill associated therewith and symbolized thereby, and, in each case, all registrations therefor that are or may be secured as of or after the date hereof; (ii) all rights to maintain, file for, prosecute and obtain all applications, registrations, renewals, extensions, reexaminations, reissues, divisionals, provisionals, substitutions, continuations, and continuations-in-part for any of the Assigned Patents; (iii) all rights, priorities and privileges of the Assignors provided under the Laws of all applicable jurisdictions, or any multinational law, compact, treaty, protocol, convention or organization, with respect to the Assigned Patents; (iv) all past, current or future rights (including rights to license), claims, causes of action (including for infringement, dilution, misappropriation and similar violations), defenses, or rights of set-off or counterclaim against third parties, in each case, that relate to or arise out of the Assigned Patents, and the right to receive all monies, proceeds, income, royalties, settlements, recoveries and other payments in connection therewith; and (v) all tangible embodiments of the Assigned Patents, in each case of (i)–(v), to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors on the Effective Date had the above assignment not been made.

3. Due Authorization. Assignors hereby authorize and request that the Office of the Commissioner for Patents of the United States Patent and Trademark Office and any other official of any applicable Governmental Authority in the relevant jurisdiction to record Assignee as the assignee and owner of the Assigned Patents and to issue any and all registrations from any and all applications for registration included in the Assigned Patents to and in the name of Assignee. Assignors agree that, upon the written request of Assignee, Assignors shall use its Commercially Reasonable Efforts to execute and deliver such documents and take all actions as deemed reasonably necessary or appropriate to vest all of Assignors' right, title, and interest in and to the Assigned Patents, and any and all rights associated therewith, in Assignee and give full effect to the purpose and intent of this Patent Assignment.

4. Transaction Agreement. Nothing contained in this Patent Assignment shall be construed as a waiver of or limitation upon any of the rights or remedies of the Parties hereto as set forth in, or arising in connection with, the Transaction Agreement, or in any instrument or document delivered by the Parties hereto pursuant to the Transaction Agreement. This Patent Assignment is executed and delivered in connection with the Transaction Agreement. In the event of any ambiguity, conflict or inconsistency between the terms of this Patent Assignment and the terms of the Transaction Agreement, the terms of the Transaction Agreement will govern and control. The Parties hereto acknowledge and agree that all agreements, representations, warranties, indemnities, covenants and provisions contained in the Transaction Agreement and/or Contribution Agreement are not superseded hereby but will remain in full force and effect to the extent provided therein. This Patent Assignment is not intended to, and does not, create any broader obligations of the Parties hereto than those contemplated by the Transaction Agreement. Neither this Patent Assignment nor any term hereof may be changed, waived, discharged or terminated other than by an instrument in writing signed by the Parties hereto, with the prior written consent of Assignee.

5. Amendment and Waiver. Neither this Patent Assignment nor any term hereof may be changed, amended or terminated orally, but only by written act of the Parties hereto, with the prior written consent of Assignee. No failure or delay on the part of a Party hereto in the exercise of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or of any other right.

6. Binding Nature; Assignment; Consent to Assignment. This Patent Assignment shall become effective as of the Effective Date and shall, from and after such date, be binding upon and inure to the benefit of the Parties hereto. The rights and obligations of the Parties shall not be assigned or delegated by any Party without the written consent of Assignee. Subject to the preceding sentence, all Contributed Assets contributed or assigned pursuant to Section 1.1 of the Contribution Agreement, and confirmed as being assigned pursuant to Section 2 of this Patent Assignment, are hereby transferred unto Assignee and its successors and assigns forever, and this Patent Assignment will be binding upon and inure to the benefit of the Parties hereto and the successors and assigns of the Parties hereto.

7. Governing Law. This Patent Assignment, the rights of the Parties hereunder, and all claims arising in whole or in part out of, related to, based upon, or in connection herewith or the subject matter hereof (whether sounding in contract, tort, statute or otherwise) will be governed by and construed and enforced in accordance with the Laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

8. Counterparts. This Patent Assignment may be executed in counterparts, each of which shall be an original, but each of which, when taken together, shall constitute one and the same instrument.

9. Headings. The article, section and paragraph headings contained in this Patent Assignment are for reference purposes only and shall not affect in any way the meaning and interpretation of this Patent Assignment.

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[Signature Pages Follow]

IN WITNESS WHEREOF, Assignors and Assignee have cause this Patent Assignment to be executed by a duly authorized officer as of the Effective Date.

mscripts, LLC

By:  _____

Name: Deborah Weitzman

Title: CEO – Pharmaceutical Segment

[Signature Page to Patent Assignment Services Agreement]

TRADEMARK
REEL: 008152 FRAME: 0709

IN WITNESS WHEREOF, Assignors and Assignee have cause this Patent Assignment to be executed by a duly authorized officer as of the Effective Date.

Moonlight TargetCo, LLC


By: Brent Stutz
Name: Brent Stutz
Title: President

[Signature Page to Patent Assignment Agreement]

TRADEMARK
REEL: 008152 FRAME: 0710

IN WITNESS WHEREOF, Assignors and Assignee have cause this Patent Assignment to be executed by a duly authorized officer as of the Effective Date.

Cardinal Health Commercial Technologies, LLC

By: 
Name: Phil Makrogiannis
Title: Assistant Secretary

(Signature Page to Patent Assignment Agreement)

TRADEMARK
REEL: 008152 FRAME: 0711

SCHEDULE A

Assigned Patents

Assignor	Country	Title	Application No.	Filing Date	Patent No.	Issue Date	Status
mscripts, LLC	United States	COMMUNICATION OF MEDICAL PRESCRIPTIONS WITH MOBILE PROCESSING SYSTEMS	12/406,427	March 18, 2009	8,433,587	April 10, 2013	Issued
Cardinal Health Commercial Technologies, LLC	United States	PATIENT-LED PRESCRIPTION REFILL GROUPING SYSTEM AND METHOD	63/380,649	October 24, 2022			Pending