

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM859975

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900818934		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
mscripts, LLC		07/10/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Moonlight TargetCo, LLC		
Street Address:	5900 Lake Ellenor Drive		
Internal Address:	Suite 600		
City:	Orlando		
State/Country:	FLORIDA		
Postal Code:	32809		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4164838	MSCRIPTS	
Registration Number:	4367358	MX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	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 Cotropia/		
DATE SIGNED:	12/11/2023		
Total Attachments: 6			
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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

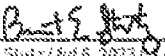
Title: CEO – Pharmaceutical Segment

[Signature Page to Trademark Assignment Agreement]

TRADEMARK
REEL: 008283 FRAME: 0455

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}

TRADEMARK
REEL: 008283 FRAME: 0456

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