PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Dennis Wayne Rice	08/01/2002
James G. McErlean	07/31/2002
E. Christian Hess	07/31/2002
Chih-Jen Leu	07/31/2002
Robert Gregory Howell	07/31/2002
Michael Joseph Szesko	08/01/2002
Peter Monkhouse	08/01/2002
Douglas W. Walton	08/01/2002
Michael W. G. Bell	08/01/2002
Christopher J. Lasher	08/06/2002

RECEIVING PARTY DATA

Name:	Medco Health Solutions, Inc.
Street Address:	100 Parsons Pond Drive
Internal Address:	M/S F3-19
City:	Franklin Lakes
State/Country:	NEW JERSEY
Postal Code:	07417

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	12710718

CORRESPONDENCE DATA

Fax Number: (212)806-6006

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: idonner@stroock.com Correspondent Name: Irah H. Donner, Esq. Address Line 1: 180 Maiden Lane

PATENT 501276493 **REEL: 024909 FRAME: 0275**

Address Line 2: Stroock & Stroock & Lavan LLP Address Line 4: New York, NEW YORK 10038			
ATTORNEY DOCKET NUMBER:	002892/062		
NAME OF SUBMITTER:	Irah H. Donner Reg. 35,120		
Total Attachments: 20			
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ASSIGNMENT

WHEREAS WE, Dennis Wayne Rice of Flanders, NJ, James G. McErlean of Allendale, NJ, E. Christian Hess of Flanders, NJ, Chih-Jen Leu of East Brunswick, NJ, Robert Gregory Howell of Philadelphia, PA, Michael Joseph Szesko of Freehold, NJ, Peter Monkhouse of Warrington, PA, Douglas W. Walton of Southampton, PA, Michael W.G. Bell of Las Vegas, NV, and Christopher J. Lasher of Ridgewood, NJ, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled <u>AUTOMATED PRESCRIPTION FILLING SYSTEM/METHOD WITH AUTOMATED LABELING AND PACKAGING SYSTEM/METHOD AND AUTOMATED ORDER CONSOLIDATION SYSTEM/METHOD</u>, executed by us on the date of execution of this document, as shown below, and filed concurrently herewith;

AND WHEREAS, Medco Health Solutions, Inc., a corporation of the State of Delaware and having an address of 100 Parsons Pond Drive, Mailstop F3-19, Franklin Lakes, New Jersey 07417, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries which may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, We do hereby sell, assign, transfer and set over unto Merck-Medco Managed Care, LLC, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, any patent applications in the United States and foreign countries, and any original applications, formal applications, continuation applications, continuations-in-part applications, continued prosecution applications, request for continued examination applications, divisional applications, reissue applications, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries which may be issued for said invention, and all rights to claim priority therefrom and/or thereto; and any copyright or designs associated with or in said invention; and all rights of action and damages for any past, present or future infringement relating thereto, including all rights of actions and damages from publication of the patent applications and/or issuance of any patent relating thereto;

UPON SAID CONSIDERATIONS, We hereby agree with the said assignee that We will not execute any writing or do any act whatsoever conflicting with these presents, and that We will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

The undersigned hereby grant(s) the firm of HALE and DORR LLP the power to insert on this Assignment any further identification, including the application number and filing date, which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document

AND We request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States which may be issued for said invention to said Merck-Medco Managed Care, LLC, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

Demile Wayne Rice / Wayne Rice	8/1/02 Date
James G. McErlean	Date
E. Christian Hess	Date
Chih-Jen Leu	Date

, , (I)(
STATE OF New Jeasey (SS:	
On this 15t day of Jugust 7	, 2002_, before me personally appeared Dennis Wayne Rice, to me bove instrument, and acknowledged to me that he executed the same for Notary Public LARA M. FARINELIA My commission expires MY COMMISSION EXPIRES MAY 11, 2006 STATE OF NEW JERSTY
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STATE OF	
On this day of known to be the person named in and who executed the the uses and purposes therein set forth.	, 20, before me personally appeared James G. McErlean, to me above instrument, and acknowledged to me that he executed the same for
SEAL	Notary Public
	My commission expires
STATE OF	
COUNTY OF) SS:	
On this day of known to be the person named in and who executed the the uses and purposes therein set forth.	, 20, before me personally appeared E. Christian Hess, to me above instrument, and acknowledged to me that he executed the same for
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SEAL	Notary Public
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ASSIGNMENT

WHEREAS WE, Dennis Wayne Rice of Flanders, NJ, James G. McErlean of Allendale, NJ, E. Christian Hess of Flanders, NJ, Chih-Jen Leu of East Brunswick, NJ, Robert Gregory Howell of Philadelphia, PA, Michael Joseph Szesko of Freehold, NJ, Peter Monkhouse of Warrington, PA, Douglas W. Walton of Southampton, PA, Michael W.G. Bell of Las Vegas, NV, and Christopher J. Lasher of Ridgewood, NJ, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled <u>AUTOMATED PRESCRIPTION FILLING SYSTEM/METHOD WITH AUTOMATED LABELING AND PACKAGING SYSTEM/METHOD AND AUTOMATED ORDER CONSOLIDATION SYSTEM/METHOD</u>, executed by us on the date of execution of this document, as shown below, and filed concurrently herewith;

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UPON SAID CONSIDERATIONS, We hereby agree with the said assignee that We will not execute any writing or do any act whatsoever conflicting with these presents, and that We will, at any time upon request, without further or additional consideration but at the expense of said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or choses in action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of assignor and assignee;

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Dennis Wayne Rice James G. McErlean	Date / Date
E. Christian Hess	Date

STATE OF		
COUNTY OF) SS:)	
On this day of known to be the person named in and the uses and purposes therein set forth	who executed the abo	, 20, before me personally appeared Dennis Wayne Rice, to me ove instrument, and acknowledged to me that he executed the same for
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SEAL		Notary Public
		My commission expires
STATE OF NULL JUSCE COUNTY OF PURLUE FOR) ss:	
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On this day of known to be the person named in and the uses and purposes therein set forti	who executed the ab	, 20 12, before me personally appeared James G. McErlean, to me pove instrument, and acknowledged to me that he executed the same for
SEAL		Motary Public
		LARA M. FARINELLA My commission expires MY COMMISSION EXPIRES MAY 11, 2006 STATE OF NEW JERSEY
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STATE OF)	
COUNTY OF) SS:)	
On this day of		20 hefore me personally appeared R. Christian Hess, to me
known to be the person named in and the uses and purposes therein set for	d who executed the al	, 20, before me personally appeared E. Christian Hess, to me bove instrument, and acknowledged to me that he executed the same for
Parket MANAGER		
SEAL	•	Notary Public
		My commission expires

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Dennis Wayne Rice		Date
James G. McErlean		Date
E Charles	1km	31 1464 02
B. Christian Hess		Date
	1	•
Chih-Jen Leu		Date

STATE OF	_)	
COUNTY OF) SS: _)	
On this day of known to be the person named in and who e the uses and purposes therein set forth.	executed the ab	, 20, before me personally appeared Dennis Wayne Rice, to me pove instrument, and acknowledged to me that he executed the same for
SEAL		Notary Public
SEAL		My commission expires
STATE OF)) SS:	
COUNTY OF		
On this day of known to be the person named in and who the uses and purposes therein set forth.	executed the a	, 20, before me personally appeared James G. McErlean, to me that he executed the same for
SEAL		Notary Public
		My commission expires
STATE OF JUNE COUNTY OF GUNLY OF)) SS:)	
On this day of known to be the person named in and who the uses and purposes therein set forth.	executed the	, 20 1 , before me personally appeared E. Christian Hess, to me above instrument, and acknowledged to me that he executed the same for
		Livan Farmella
SBAL		Notary Public LARA M. FARINELLA
		My commission expire MY COMMISSION EXPIRES MAY 11,2006 STATE OF NEW JERSEY

ASSIGNMENT

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Dennis Wayne Rice	Date
James G. McErlean	Date
E. Christian Hess	Date
C.T. Lan	7/31/2002
Chih-Jen Leu	Date!

STATE OF New LLYSLY	
COUNTY OF BUILLY 70. N SS:	
On this day of thou who executed the at the uses and purposes therein set forth.	, 20 <u>02</u> , before me personally appeared Chih-Jen Leu, to me pove instrument, and acknowledged to me that he executed the same for
SEAL	Notary Public
	My commission expires LARA M. FARINELLA MY COMMISSION EXPIRES MAY 11, 2006 STATE OF NEW JERSEY
STATE OF	
On this day of me known to be the person named in and who executed the for the uses and purposes therein set forth.	, 20, before me personally appeared Robert Gregory Howell, to he above instrument, and acknowledged to me that he executed the same
SEAL	Notary Public
	My commission expires
STATE OF	
On this day of me known to be the person named in and who executed for the uses and purposes therein set forth.	, 20, before me personally appeared Michael Joseph Szesko, to the above instrument, and acknowledged to me that he executed the same
On this day of me known to be the person named in and who executed for the uses and purposes therein set forth.	, 20, before me personally appeared Michael Joseph Szesko, to the above instrument, and acknowledged to me that he executed the same
On this day of me known to be the person named in and who executed for the uses and purposes therein set forth. SEAL	, 20, before me personally appeared Michael Joseph Szesko, to the above instrument, and acknowledged to me that he executed the same Notary Public

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Jahret I regul Howell	7/31/02
Robert Gregory Howell	Date /
Michael Joseph Szesko	Date
Peter Monkhouse	Date
Douglas W. Walton	Date
Michael W.G. Bell	Date
Christopher J. Lasher	Date

STATE OF)		
COUNTY OF) SS:)		
On this known to be the pers the uses and purpose	day of on named in and who executed s therein set forth.	, 20, before me personally appeared Chih-Jen Leu, to the above instrument, and acknowledged to me that he executed the	me same for
SEAL		Notary Public	
S E I I E		My commission expires	
STATE OF <u>New</u>	Serrey ss:	αA	
	day of	, 200L, before me personally appeared Robert Gregory uted the above instrument, and acknowledged to me that he executed Notary Public	the same
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STATE OF)) SS:		
COUNTY OF)		
me known to be the	day of e person named in and who exe rposes therein set forth.	, 20, before me personally appeared Michael Josephouted the above instrument, and acknowledged to me that he executed	n Szesko, to I the same
SEAL		Notary Public	
		My commission expires	

Robert Gregory Howell	Date
Mechael 30110	8/1/02
Michael Joseph Szesko	Date
Peter Monkhouse	Date
Douglas W. Walton	Date
Michael W.G. Bell	Date
Christopher J. Lasher	Date

STATE OF) , , ,				
COUNTY OF) SS:)				
On this known to be the per the uses and purpos	day of son named in and who executed es therein set forth.	, 20 I the above instru	, before me personent, and acknowledge	nally appeared Chih-Jen L ged to me that he execute	eu, to me d the same for
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COUNTY OF _	Burling ton				
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	ne person named in and who exe purposes therein set forth.	cuted the above in	istrument, and ackno	wledged to me that he exe	cuted the same
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SEAL		$\frac{\mathcal{L}}{Not}$	ary Public	mille	
· · · · · · · · · · · · · · · · · · ·		•	commission expires	LARA M, FARINELLA MY COMMISSION EXPIRES MAY	11, 2006

Robert Gregory Howell	Date
Michael Joseph 8zesko Peter Monkhouse	Date // 0 2 Date
Douglas W. Walton	Date
Michael W.G. Bell	Date
Christopher J. Lasher	Date

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STATE OF New HALL TON SS:	· · · · · · · · · · · · · · · · · · ·	
On this day of day of known to be the person named in and who executed the above the uses and purposes therein set forth.	_, 20 <u>02</u> , before me personally appeared Peter Monk instrument, and acknowledged to me that he executed	house, to me the same for
SEAL	Notary Public APAM. FARINELLA STATE OF NEW JERSEY	11, 2006
	My commission expires	
STATE OF) SS: COUNTY OF)		
On this day of known to be the person named in and who executed the above the uses and purposes therein set forth.	, 20, before me personally appeared Douglas We instrument, and acknowledged to me that he executed	. Walton, to me I the same for
SEAL	Notary Public	
	My commission expires	
STATE OF) SS:		
COUNTY OF)		
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On this day of		•
known to be the person named in and who executed the above	, 20, before me personally appeared Michael W e instrument, and acknowledged to me that he executed	G. Bell, to me the same for
known to be the person named in and who executed the above the uses and purposes therein set forth.	, 20, before me personally appeared Michael We instrument, and acknowledged to me that he executed	G. Bell, to me the same for
known to be the person named in and who executed the above the uses and purposes therein set forth. SEAL	, 20, before me personally appeared Michael W e instrument, and acknowledged to me that he executed Notary Public	G. Bell, to me I the same for

Robert Gregory Howell	Date
Michael Joseph Szesko	Date
Peter Monkhouse Douglas W. Walton	Date Siloz Date
Michael W.G. Bell	Date
Christopher J. Lasher	Date

STATE OF	
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COUNTY OF)	
On this	20 hefore me personally appeared Peter Monkhouse to me
known to be the person named in and who executed the above	_, 20, before me personally appeared Peter Monkhouse, to me instrument, and acknowledged to me that he executed the same for
the uses and purposes therein set forth.	
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SEAL	Notary Fublic
	My commission expires
COUNTY OF BELLIEN SS: 196038	nc
COUNTY OF BELLEN) SS: 19638	95
COUNTY OF THE COUNTY	
On this day of August	, 2002, before me personally appeared Douglas W. Walton, to me
known to be the person named in and who executed the above	e instrument, and acknowledged to me that he executed the same for
the uses and purposes therein set forth.	BRIAN S, HURWITZ Que
	BRIAN S, HURWITZ Notary Public, State of New Jersey No: 2197939
	Qualified in Bergen County Commission Expires 02/0:7/2007
SEAL	Notary Public
	2/7/07
	My commission expires 4707
	·
STATE OF)	
) SS:	
COUNTY OF	
On this day of	, 20, before me personally appeared Michael W.G. Bell, to me re instrument, and acknowledged to me that he executed the same for
the uses and purposes therein set forth.	o historicity and acknowledged to hie that he executed the same for
SBAL	Notary Public
	My commission expires

Robert Gregory Howell	Date
Michael Joseph Szesko	Date
Peter Monkhouse	Date
Douglas W. Walton Michael W.G. Bell	Date Date Date
Christopher J. Lasher	Date

STATE OF	
COUNTY OF) SS:)
On this day of known to be the person named in and who ex the uses and purposes therein set forth.	, 20, before me personally appeared Peter Monkhouse, to me decuted the above instrument, and acknowledged to me that he executed the same for
SEAL	Notary Public My commission expires
STATE OF	_)) SS: _)
On this day of known to be the person named in and who ex the uses and purposes therein set forth.	, 20, before me personally appeared Douglas W. Walton, to xecuted the above instrument, and acknowledged to me that he executed the same for
SEAL	Notary Public My commission expires
STATE OF MENDELL	
COUNTY OF CLARK	_)) ss: _)
On this day of	

Robert Gregory Howell	Date
Michael Joseph Szesko	Date
Peter Monkhouse	Date
Douglas W. Walton	Date
Michael W.G. Bell Christopher J. Lasher	Date Da

COUNTY OF Bergen) SS:	
me known to be the person named in and who executed the ab- for the uses and purposes therein set forth.	_, 20 <u>0</u> , before me personally appeared Christopher J. Lasher, to ove instrument, and acknowledged to me that he executed the same
SEAL	Notary Public My commission expires JOANNE T. HOFFMAN NOTARY PUBLIC OF NEW JERSEY MY COMMISSION EXPIRES SEPT. 22, 2003

PATENT REEL: 024909 FRAME: 0296

RECORDED: 08/30/2010