

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4311476

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT ASSIGNMENT AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	PF2 IP LLC	03/01/2017
RECEIVING PARTY DATA		
Name:	CHANGE HEALTHCARE LLC	
Street Address:	ONE POST STREET	
City:	SAN FRANCISCO	
State/Country:	CALIFORNIA	
Postal Code:	94104	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	14227382
CORRESPONDENCE DATA		
Fax Number:	(704)444-1111	
<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:	704-444-1000	
Email:	patent-mail@alston.com	
Correspondent Name:	GUY R. GOSNELL	
Address Line 1:	101 SOUTH TRYON STREET	
Address Line 2:	SUITE 4000	
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28280-4000	
ATTORNEY DOCKET NUMBER:	050704/442991	
NAME OF SUBMITTER:	GUY R. GOSNELL	
SIGNATURE:	/Guy R. Gosnell/	
DATE SIGNED:	03/09/2017	
Total Attachments: 5		
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source=442991-Pf2_to_Change_Healthcare_Assignment#page2.tif		
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source=442991-Pf2_to_Change_Healthcare_Assignment#page5.tif		

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of March 1, 2017 by and between PF2 IP LLC, a Delaware limited liability company with an address at One Post Street, San Francisco, CA and a direct, wholly-owned subsidiary of McKesson Corporation (“Assignor”), and Change Healthcare LLC, a Delaware limited liability company with an address at One Post Street, San Francisco, CA (“Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain MCK IPCo Contribution Agreement, dated as of March 1, 2017 (the “Contribution Agreement”);

WHEREAS, Assignor is the owner of its right, title and interest in, to and under the national and multinational statutory invention registrations, patents and patent applications listed in Schedule A hereto and the inventions claimed therein (collectively, the “MTS Patents”); and

WHEREAS, capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Contribution Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers unto the Assignee its entire right, title and interest of every kind in and to the MTS Patents listed on Schedule A, including (i) all rights to obtain divisionals, continuations, continuations-in-part, extensions, foreign counterparts, reissues, renewals and re-examinations, in each case that claims priority or is entitled to claim priority, directly or indirectly, to any MTS Patent, (ii) all rights to file any foreign patent applications claiming priority to any MTS Patent, (iii) all rights to sue for infringement, including past infringement or misappropriation, if any, of any MTS Patent or patent based upon or corresponding to the MTS Patents and (iv) all rights to recover and retain damages, costs and attorneys’ fees for any such past, present, or future infringement or misappropriation of any MTS Patent. Assignee does hereby accept all the right, title and interest of Assignor in, to and under all of the MTS Patents and Assignee assumes and agrees to pay, perform and discharge promptly and fully when due all of the Assumed Liabilities relating thereto and to perform all of the obligations of Assignor to be performed under the MTS Patents to the extent liabilities thereunder constitute Assumed Liabilities.

2. NO WARRANTIES. EXCEPT AS PROVIDED IN THE PF2 CONTRIBUTION AGREEMENT, THE ASSIGNED MTS PATENTS ARE BEING ASSIGNED AND TRANSFERRED ON AN “AS IS” BASIS WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITH RESPECT TO OWNERSHIP, VALIDITY, ENFORCEABILITY OR NON-INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.


3. Counterparts. This Assignment may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without reference to any conflicts of laws principles.

[Signatures Appear on the Following Page]

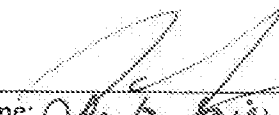
IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed.

PF2 IP LLC

By: 
Name: *John G. Davis*
Title: *President*

CHANGE HEALTHCARE LLC

By: _____
Name: Gregory T. Stevens
Title: Co-President and Co-Secretary

By: 
Name: *John G. Davis*
Title: *Co-President and Co-Secretary*

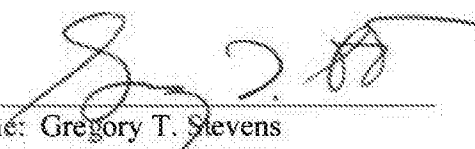
[Signature page to Patent Assignment Agreement]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed.

PF2 IP LLC

By: _____
Name: _____
Title: _____

CHANGE HEALTHCARE LLC

By:  _____
Name: Gregory T. Stevens
Title: Co-President and Co-Secretary

By: _____
Name: _____
Title: _____

[Signature page to Patent Assignment Agreement]

Matter No.	Current Assignee	Country	Title	Application No.	Filing Date	Status	Publication No.	Patent No.	Inventors
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MCKP-0961-US	McKesson Corporation	US	Apparatus, Method and Computer-Readable Storage Medium for Transforming Digital Images	14227382	3/27/2014	Published	2015027844 2		Ramze Rezaee, Mahmoud
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RECORDED: 03/09/2017