

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Athenahealth, Inc.		09/21/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Doing Business As:	DBA Silicon Valley East		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Chartered Bank: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2737212	ATHENAHEALTH	
Serial Number:	78905735	RUN A PRACTICE NOT AN OBSTACLE COURSE	
Serial Number:	78802459		
CORRESPONDENCE DATA			
Fax Number:	(703)415-1557		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	703-415-1555		
Email:	mail@specializedpatent.com		
Correspondent Name:	Christopher E. Kondracki		
Address Line 1:	2001 Jefferson Davis, Hwy., Suite 1007		
Address Line 4:	Arlington, VIRGINIA 22202		
ATTORNEY DOCKET NUMBER:	6100800		
NAME OF SUBMITTER:	Christopher E. Kondracki		

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Signature:

/Christopher E. Kondracki/

Date:

10/04/2006

Total Attachments: 5

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**FIRST AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made as of the 21 day of September, 2006, by and between **Athenahealth, Inc.**, a Delaware corporation, having its principal place of business at 311 Arsenal Street, Watertown, Massachusetts 02472 ("Grantor"), and **Silicon Valley Bank**, a California-chartered bank, with its principal place of business at 3003 Tasman Drive, Santa Clara, California 95054 and with a loan production office located at One Newton Executive Park, Suite 200, 2221 Washington Street, Newton, Massachusetts 02462, doing business under the name "Silicon Valley East" (the "Lender") in consideration of the mutual covenants herein contained and benefits to be derived herefrom.

W I T N E S S E T H:

WHEREAS, the Grantor executed and delivered an Intellectual Property Security Agreement dated as of January 24, 2006, and filed with the United States Patent and Trademark Office on March 6, 2006 in Reel 003269, Frame 0836 and Reel 017312, Frame 0266 (as amended of record, hereinafter, the "IP Agreement") in favor of the Lender, pursuant to which the Grantor pledged, assigned and granted a security interest in favor of the Lender in certain Intellectual Property Collateral (as defined therein); and

WHEREAS, the Grantor has acquired additional Intellectual Property Collateral and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Intellectual Property Collateral in favor of the Lender.

NOW, THEREFORE, it is hereby agreed as follows:

1. Definitions. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the IP Agreement.

2. Amendment to Exhibit A. Exhibit A to the Security Agreement is hereby amended by adding thereto, the Intellectual Property Collateral set forth on Exhibit A, annexed hereto and incorporated herein by reference.

3. Miscellaneous:
 - a. Except as provided herein, all terms and conditions of the IP Agreement remain in full force and effect. The Grantor hereby ratifies, confirms and reaffirms all of the representations, warranties and covenants therein contained.

 - b. This Amendment covers the entire understanding of the parties with respect to the matters set forth herein and supersedes all prior discussions and negotiations hereon.

 - c. As required by the IP Agreement, the Grantor shall reimburse the Lender for the reasonable legal fees and expenses incurred in connection with the preparation of this Amendment.

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IN WITNESS WHEREOF, the parties have hereto have caused this Amendment to be executed and their seals to be hereto affixed as of the date first above written.

"Grantor"

ATHENAHEALTH, INC

By:  _____

Name: Jonathan Bush

Title: President & CEO

EXHIBIT A

968348.1

PATENT APPLICATIONS

PATENT DESCRIPTION	DOCKET NO.	COUNTRY	APPLICATION NUMBER	FILING DATE	STATUS
"Method for Sharing of Medical Information"		USA	60/818,181	6/30/06	Pending
Automated Installation and Configuration of Medical Practice Management Systems"		USA	60/832,073	7/20/06	Pending
"Medical Image Annotation"		USA	11/514,469	9/1/06	Pending

TRADEMARKS
(Including but not limited to)

TRADEMARK DESCRIPTION	COUNTRY	REGISTRATION DATE	REG. NO.	STATUS
ATHENAHEALTH**	USA	July 15, 2003	2737212	Active
athenaClinicals		None		
Payerview		None		

**Originally ATHENAHEALTH.COM

TRADEMARK APPLICATIONS

TRADEMARK DESCRIPTION	DATE FILED	SERIAL NUMBER
"RUN A PRACTICE NOT AN OBSTACLE COURSE"	6/12/06	78905735
OLIVE BRANCH (DESIGN)	1/30/06	78802459