

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Orix Venture Finance LLC		09/30/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	athenahealth, Inc.		
Street Address:	311 Arsenal Street		
City:	Watertown		
State/Country:	MASSACHUSETTS		
Postal Code:	02472		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3236875	RUN A PRACTICE NOT AN OBSTACLE COURSE	
Registration Number:	3203737		
Registration Number:	2737126	ATHENANET	
Registration Number:	2737212	ATHENAHEALTH	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8132		
Email:	linda.salera@bingham.com		
Correspondent Name:	Linda A. Salera		
Address Line 1:	1 Federal Street		
Address Line 2:	c/o Bingham McCutchen LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Linda A. Salera		

OP \$115.00 3236875

Signature:

/LASalera/

Date:

10/01/2008

Total Attachments: 3

source=athenahealth-Trademark Release#page1.tif

source=athenahealth-Trademark Release#page2.tif

source=athenahealth-Trademark Release#page3.tif

**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Termination and Release") dated as of September __, 2008, from ORIX VENTURE FINANCE LLC ("ORIX") to ATHENAHEALTH, INC., a Delaware corporation (the "Grantor").

WITNESSETH:

WHEREAS, (i) on November 4, 2003 the Grantor granted to ORIX a security interest in certain Intellectual Property of the Grantor in favor of ORIX (the "Security Interest"), which Security Interest was recorded with the United States Patent and Trademark Office on November 18, 2003 in Reel 2865 and Frame 0346 and (ii) pursuant to that certain Security Agreement, dated as of September 21, 2006 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") between the Grantor and ORIX, the Grantor entered into that Security Agreement in favor of ORIX, which Security Agreement was recorded with the United States Patent and Trademark Office on October 6, 2006 in Reel 3404 and Frame 0203;

WHEREAS, pursuant to the Security Interest and to the Security Agreement, the Grantor granted to ORIX a security interest in all of its right, title and interest in, to and under the Trademark registrations and applications listed on Schedule A attached hereto (collectively, the "Trademark Collateral"); and

WHEREAS, ORIX now desires to terminate and release the entirety of its Lien upon the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ORIX hereby agrees as follows:

1. Definitions. All capitalized terms not defined in this document shall have the meaning assigned to them in the Security Interest documentation or the Security Agreement, as applicable.

2. Release of Security Interest. ORIX hereby terminates, releases and discharges any and all of its Liens upon the Trademark Collateral without representation, warranty or recourse of any kind or nature.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

ORIX VENTURE FINANCE LLC

By: Kevin P. Sheehan
Name: Kevin P. Sheehan
Title: President & CEO

[Signature Page to Termination and Release - Trademarks]

SCHEDULE A

I. TRADEMARK REGISTRATIONS.

<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
RUN A PRACTICE NOT AN OBSTACLE COURSE	3236875	05/01/2007
(Design only)	3203737	01/30/2007
ATHENANET	2737126	07/15/2003
ATHENAHEALTH	2737212	07/15/2003

II. TRADEMARK APPLICATIONS.

<u>Trademark Application No.</u>	<u>Application No.</u>	<u>Date</u>
<u>None.</u>		