

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
athenahealth, Inc.		09/30/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as administrative agent		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2737126	ATHENANET	
Registration Number:	2737212	ATHENAHEALTH	
Registration Number:	3236875	RUN A PRACTICE NOT AN OBSTACLE COURSE	
Registration Number:	3203737		
Registration Number:	3281180	ATHENA HEALTHCARE, INC	
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 \$140.00 2737126

Signature:	/LASalera/
Date:	10/02/2008
<p>Total Attachments: 11</p> <p>source=athenahealth-IPSA#page1.tif source=athenahealth-IPSA#page2.tif source=athenahealth-IPSA#page3.tif source=athenahealth-IPSA#page4.tif source=athenahealth-IPSA#page5.tif source=athenahealth-IPSA#page6.tif source=athenahealth-IPSA#page7.tif source=athenahealth-IPSA#page8.tif source=athenahealth-IPSA#page9.tif source=athenahealth-IPSA#page10.tif source=athenahealth-IPSA#page11.tif</p>	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "**Intellectual Property Security Agreement**"), dated as of September 30, 2008, is entered into by and between ATHENAHEALTH, INC., a Delaware corporation, (the "**Borrower**"), each other party as shall from time to time become a party hereto (each such party and the Borrower being collectively hereinafter referred to from time to time, as the "**Grantors**" and each, individually, as a "**Grantor**"), and BANK OF AMERICA, N.A., as administrative agent (hereinafter, in such capacity, the "**Administrative Agent**") for itself and the other lending institutions (hereinafter, collectively, the "**Lenders**") which are or may become parties to that certain Credit Agreement referred to below.

Statement of Facts

A. Pursuant to the Credit Agreement, dated as of even date herewith, by and among the Borrower, the Lenders and the Administrative Agent (as amended, restated, modified and otherwise in effect from time to time, the "**Credit Agreement**"), the Lenders have agreed to make loans and otherwise extend credit to the Borrower and the L/C Issuer has agreed to issue, extend or renew letters of credit for the benefit of the Borrower (collectively, the "**Advances**").

B. In order to induce the Lenders to enter into the Credit Agreement and the other Loan Documents and to make Advances to the Borrower upon the terms and subject to the conditions contained in the Credit Agreement, each Grantor has agreed, upon the terms contained in the Credit Agreement, to grant to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all Intellectual Property Collateral (as hereinafter defined) of such Grantor in order to secure all of the Obligations.

C. Each Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, continuing security interests in and Liens upon all of the Intellectual Property Collateral of such Grantor pursuant to and upon the terms and conditions contained in the Credit Agreement and the Security Agreement, dated as of even date herewith, by and among the Grantors and the Administrative Agent (as amended, modified, supplemented or restated and in effect from time to time, the "**Security Agreement**").

D. Upon the terms contained in the Credit Agreement and the Security Agreement, each Grantor has agreed to execute and deliver to the Administrative Agent this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby promises, covenants and unconditionally and irrevocably agrees with the Administrative Agent as follows:

1. **Definitions.** All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Credit Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) **“Copyrights”** shall mean all of the following now owned or hereafter adopted or acquired by any Grantor: (a) all copyrights (whether registered or unregistered), all registrations thereof; and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office (the **“Copyright Office”**) or in any similar office or agency of the United States or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

(b) **“Credit Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(c) **“Intellectual Property Collateral”** shall mean all of the right, title and interest of each Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks and all Trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all divisions, reissues, continuations, extensions or renewals of each of the foregoing;

(v) all goodwill of the businesses of each Grantor and of its Subsidiaries connected with the use of, or otherwise symbolized by, each Trademark, Trademark license, Patent, Patent license, Copyright and Copyright License; and

(vi) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by each Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark or Trademark licensed under any Trademark license, (B) injury to any goodwill associated with any Trademark or any Trademark licensed under any Trademark license, (C) infringement of any Patent or any Patent

licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright license, or (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license.

(d) **“Patents”** means all of the following in which any Grantor now holds or hereafter acquires any interest: (a) all letters patent of the United States or of any other country, all issuances thereof, and all applications for letters patent of the United States or of any other country, including issuance and applications in the United States Patent and Trademark Office (the **“PTO”**) or in any similar office or agency of the United States or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

(e) **“Security Agreement”** shall have the meanings given to such terms in the Statement of Facts above.

(f) **“Trademarks”** shall mean all of the following now owned or hereafter existing or adopted or acquired by any Grantor: (a) all trademarks, trade names, corporate names, business names, trade dress, service marks, logos, other source or business identifiers, and other similar designations of source or origin (whether registered or unregistered), all registrations thereof; and all applications in connection therewith, including registrations and applications in the PTO or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC to the extent that such other terms are used or defined therein. References to the Credit Agreement or Security Agreement include any amendment, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the Revolving Credit Commitments or the principal amount of any of the Advances, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.**

(a) To secure the prompt and complete payment and performance of all and each of the Obligations, each Grantor hereby grants, collaterally assigns, mortgages, pledges, and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and Lien upon all of the right, title and interest of such Grantor to, in and under the Intellectual Property Collateral.

(b) The grant of the security interest contained in Section 2(a) above shall not extend to, and the term "Intellectual Property Collateral" shall not include, any directly held general intangibles, now or hereafter held or owned by such Grantor, to the extent, in each case, that (i) a security interest may not be granted by such Grantor in such directly held general intangibles (including applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks) as a matter of law, or under the terms of the governing document applicable thereto, without the consent of one or more applicable parties thereto and (ii) such consent has not been obtained.

(c) The grant of the security interest contained in Section 2(a) above shall extend to, and the term "Intellectual Property Collateral" shall include, (i) any and all proceeds of such directly held general intangibles to the extent that the proceeds are not themselves directly held general intangibles subject to Section 2(b) above and (ii) upon any such applicable party or parties' consent with respect to any otherwise excluded directly held general intangibles being obtained, thereafter such directly held general intangibles.

(d) The provisions of Section 2(b) above shall not apply to (i) directly held general intangibles to the extent that the restriction on such Grantor granting a security interest therein is not effective under applicable law or (ii) payment intangibles.

3. **Covenants.** Each Grantor covenants and agrees with the Administrative Agent as follows:

(a) In the event that such Grantor shall file any application for the registration of any Trademark, Patent or Copyright with the PTO, the Copyright Office or any similar office or agency of the United States, any State thereof or any other jurisdiction, domestic or foreign, such Grantor shall (i) notify the Administrative Agent and (ii) promptly and upon request of the Administrative Agent, execute and deliver to the Administrative Agent a supplement hereto (in form and substance reasonably satisfactory to the Administrative Agent) to evidence Administrative Agent's security interests in and Liens upon such Trademark, Patent or Copyright, and all of the general intangibles of such Grantor relating thereto or represented thereby.

(b) Such Grantor shall take all actions necessary or appropriate to maintain and pursue each such application, to obtain the relevant registration and to maintain the registration of each of the Trademarks, Patents and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, except, in each case, as otherwise permitted or provided by the Security Agreement or otherwise consented to by the Administrative Agent.

4. **Security Agreement.** The security interests and Liens granted by each Grantor to the Administrative Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and Liens granted by such Grantor to the Administrative Agent pursuant to the Security Agreement. Each

Grantor and the Administrative Agent expressly agree that each of the security interests and Liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property Collateral are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable Law. The exercise by the Administrative Agent of any rights or remedies with respect to any of the Intellectual Property Collateral shall be deemed to be an exercise of such rights or remedies in connection with this Intellectual Property Security Agreement and also the Credit Agreement and the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Credit Agreement and the Security Agreement, then the terms and conditions of the Credit Agreement and the Security Agreement shall prevail.

5. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made.

6. **Notices, etc.** All notices, requests and other communications hereunder shall be made in the manner set forth in Section 10.02 of the Credit Agreement and, in the case of each Grantor, to such Grantor in care of the Borrower.

7. **Governing Law.** THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS (WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE DOMESTIC SUBSTANTIVE LAWS OF ANY OTHER STATE).

8. **Dispute Resolution.** Each of the parties hereto agree that Paragraph 24 of the Security Agreement is incorporated herein, *mutatis mutandis*, as if a part hereof.

9. **Expenses.** In the event that any Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Collateral Document, such that the value of any Intellectual Property Collateral or the validity, perfection, rank or value of any Liens created hereunder is thereby materially diminished or potentially materially diminished or put at risk, the Administrative Agent may, but shall not be required to, effect such compliance on behalf of such Grantor, and the Grantors shall reimburse the Administrative Agent for all of the costs and expenses thereof on demand by the Administrative Agent.

10. **Counterparts; Integration; Effectiveness.** This Intellectual Property Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Intellectual Property Security Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Intellectual Property Security Agreement by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Intellectual Property Security Agreement.

11. **Additional Grantors.** Subsidiaries of the Grantors (each, an "Additional Grantor") may hereafter become parties to this Intellectual Property Security Agreement by executing and delivering a joinder agreement in form and substance reasonably satisfactory to the Administrative Agent and its counsel. Upon such execution and delivery by any Additional Grantor, such Additional Grantor shall be bound by all of the terms, covenants and conditions hereof to the same extent as if such Additional Grantor had executed this Intellectual Property Security Agreement as of the Closing Date, and the Administrative Agent, for itself and the benefit of the other Secured Parties, shall be entitled to all of the benefits of such Additional Grantor's obligations hereunder. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition of an Additional Grantor or the release of another Grantor hereunder nor by any election of the Administrative Agent not to cause any Person to become an Additional Grantor.

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IN WITNESS WHEREOF, each Grantor has caused this **INTELLECTUAL PROPERTY SECURITY AGREEMENT** to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

ATHENAHEALTH, INC., as Grantor

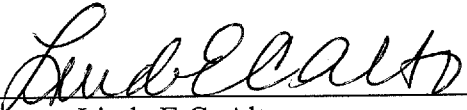
By: 

Name: Jonathan Bush

Title: President & CEO

Accepted:

BANK OF AMERICA, N.A., as
Administrative Agent

By: 
Name: Linda E.C. Alto
Title: Senior Vice President

SCHEDULE I

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
ATHENANET	2737126	07/15/2003
ATHENAHEALTH	2737212	07/15/2003
RUN A PRACTICE NOT AN OBSTACLE COURSE (Block letters)	3236875	05/01/2007
OLIVE BRANCH (Design only)	3203737	01/30/2007
ATHENA HEALTHCARE, INC. (and Design)	3281180	08/21/2007

II. TRADEMARK APPLICATIONS.

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
<u>None.</u>		

III. TRADEMARK LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
<u>None.</u>		

SCHEDULE II

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS.

<u>Patent Description</u>	<u>Patent No.</u>	<u>Issue Date</u>
<u>None.</u>		

II. PATENT APPLICATIONS.

<u>Patent Description</u>	<u>Publ./Appl. No.</u>	<u>Pub./Filing Date</u>
Practice management and billing automation system	09/921,654	8/3/2001
Sharing Medical Information	11/771,285	6/29/2007
Automated Configuration of Medical Practice Management Systems	11/779,926	7/19/2007
Medical image annotation	11/514,469	9/1/2006
Medical Practice Benchmarking	11/851,811	9/7/2007
Medical document attachment handling	11/590,255	10/31/2006
System and Method for Providing Sponsor-Branded Messages to Patients	10/937,482	9/9/2004
Methods & Apparatus for Automated Image Classification	12/138,181	6/12/08

III. PATENT LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
<u>None.</u>		

SCHEDULE III

To

INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS.

<u>Copyright</u>	<u>Copyright No</u>	<u>Registration Date</u>
AthenaNet	TXu000726591	07/19/1999
athenaNet (computer code) TXu726-591 (1999) athenaNet (version 9.1.2) Hydra. DCR 2000 Appraisal tracker. DCR 2003 AthenaWiki. DCR 2003 Rule tracker. DCR 2001 Payor set-up guide. DCR 2001 Employee directory. DCR 2003 Performance grid. DCR 2005 Fee manager. DCR 2000 athenaCRM.	V3535D585	03/07/2006
AthenaNet : computer code. TXu 726-591 (1999)	V3543D383	10/05/2006
AthenaNet / TXu 726-591 (1999)	V3504D403	11/21/2003

II. COPYRIGHT APPLICATIONS.

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

III. COPYRIGHT LICENSES.

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		