

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Intellectual Property

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		10/19/2011	National banking association: UNITED STATES

**RECEIVING PARTY DATA**

<b>Name:</b>	ATHENAHEALTH, INC.
<b>Street Address:</b>	311 ARSENAL STREET
<b>City:</b>	WATERTOWN
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02472
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Serial Number:	85437761	ATHENACOORDINATOR
Registration Number:	3862655	ATHENACLINICALS
Registration Number:	3798664	PAYERVIEW
Registration Number:	3883862	ATHENACOMMUNICATOR
Registration Number:	3236875	RUN A PRACTICE NOT AN OBSTACLE COURSE
Registration Number:	3203737	
Registration Number:	2737212	ATHENAHEALTH
Registration Number:	2737126	ATHENANET
Registration Number:	3281180	ATHENA HEALTHCARE, INC
Serial Number:	77793514	ATHENACOLLECTOR

**CORRESPONDENCE DATA**

Fax Number: (617)523-1231  
 Phone: 617.570.1000

**900205015**

**TRADEMARK  
 REEL: 004644 FRAME: 0194**

**OP \$265.00 85437761**

Email: mrovner@goodwinprocter.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Miriam J. Rovner c/o Goodwin Procter LLP

Address Line 1: Exchange Place, 53 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	120225-210342
NAME OF SUBMITTER:	Miriam J. Rovner
Signature:	/mjr/
Date:	10/19/2011

**Total Attachments: 8**

source=Termination and Release #page1.tif  
source=Termination and Release #page2.tif  
source=Termination and Release #page3.tif  
source=Termination and Release #page4.tif  
source=Termination and Release #page5.tif  
source=Termination and Release #page6.tif  
source=Termination and Release #page7.tif  
source=Termination and Release #page8.tif

## TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (the "**Release**") is made this 19th day of October, 2011 (the "**Release Date**") by BANK OF AMERICA, N.A. (the "**Secured Party**"), for the benefit of ATHENAHEALTH, INC., a Delaware corporation (the "**Debtor**").

WHEREAS, the Debtor has entered into that certain Credit Agreement, dated as of September 30, 2008 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "**Credit Agreement**");

WHEREAS, the Debtor has entered into that certain Intellectual Property Security Agreement, dated as of September 30, 2008 with Secured Party (as at any time prior to the date hereof amended, supplemented or otherwise modified, the "**Security Agreement**"), pursuant to which the Debtor granted to the Secured Party security interests and Liens in and to certain Intellectual Property Collateral of the Debtor;

WHEREAS, Secured Party has filed with the United States Patent and Trademark Office (the "**USPTO**") and has filed with the Library of Congress, Copyright Office ("**Copyright Office**") notices of security interests in the Intellectual Property Collateral;

WHEREAS, the Debtor has paid all outstanding amounts currently owing under the Credit Agreement and the other financing documents executed in connection therewith; and

WHEREAS, the parties desire to terminate the Security Agreement and Debtor has requested that the Secured Party release its security interest in the Intellectual Property Collateral.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party agrees as follows:

1. **Definitions.** The following terms shall have the following respective meanings:

(a) "**Copyright(s)**" shall mean all of the following owned or hereafter adopted or acquired by Debtor: (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, extension or renewals thereof;

(b) "**Intellectual Property Collateral**" shall mean all of the right, title and interest of Debtor 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 Exhibit A 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 Exhibit B 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 Exhibit C hereto;

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

(v) all goodwill of the businesses of Debtor 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 Debtor 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.

(C) “**Patents**” means all of the following in which Debtor 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.

(D) “**Trademarks**” shall mean all of the following now owned or hereafter existing or adopted or acquired by Debtor: (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.

**2. Release of Security Interest.** Effective as of the Release Date, Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests and Liens in and upon, and collaterally assigns and conveys to Debtor all right, title, and interest

in, the Intellectual Property Collateral and any other intellectual property of Debtor in which Secured Party has any security interest or collateral assignment.

3. **Termination of Security Agreement**. The Security Agreement is hereby terminated.

4. **Recordation of Release**. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO, the Copyright Office, and with any other entity if necessary to provide notice of and/or effectuate the Release.

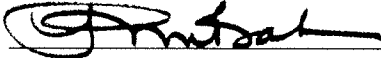
5. **Further Actions**. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

6. **Capitalized Terms**. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement and/or the Security Agreement, as applicable.

[Signature pages follow]


IN WITNESS WHEREOF, Secured Party has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

BANK OF AMERICA, N.A., as Secured Party

By:   
Name: Lynn J. Baker  
Title: Vice President

**EXHIBIT A**

**The Trademarks**

<b><u>Mark</u></b>	<b><u>Jurisdiction</u></b>	<b><u>Serial No.</u></b>	<b><u>Registration No.</u></b>	<b><u>Owner</u></b>
ATHENACORDINATEOR	U.S. Federal	85437761		athenahealth, Inc.
ATHENACLINICALS	U.S. Federal	77798767	3862655	athenahealth, Inc.
ATHENACOLLECTOR	U.S. Federal	77793514	3792430	athenahealth, Inc.
PAYERVIEW	U.S. Federal	77793543	3798664	athenahealth, Inc.
ATHENACOMMUNICATOR	U.S. Federal	77793464	3883862	athenahealth, Inc.
RUN A PRACTICE NOT AN OBSTACLE COURSE	U.S. Federal	78905735	3236875	athenahealth, Inc.
 [design only]	U.S. Federal	78802459	3203737	athenahealth, Inc.
ATHENAHEALTH	U.S. Federal	75882206	2737212	athenahealth, Inc.
ATHENANET	U.S. Federal	75782906	2737126	athenahealth, Inc.
ATHENA HEALTHCARE, INC. [word and design]	U.S. Federal	75451283	3281180	athenahealth, Inc.

**EXHIBIT B****The Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent/Application Serial No.</b>	<b>Publication No.</b>	<b>Filing Date</b>	<b>Publication /Issue Date</b>	<b>Owner</b>
Methods and Apparatus for Queue-Based Cluster Analysis	US	12643453	20100256985	12/21/2009	10/07/2010	athenahealth, Inc.
Methods and Apparatus For Early Remittance Issue Detection	US	12753244	20100257074	04/02/2010	10/07/2010	athenahealth, Inc.
Automated Configuration of Medical Practice Management Systems	US	11/779926	20080021732	07/19/2007	01/24/2008	athenahealth, Inc.
Automated Configuration of Medical Practice Management Systems	US	12/408561	20090177920	03/20/2009	07/09/2009	athenahealth, Inc.
Automated Configuration of Medical Practice Management Systems	US	7720701	20090281831	07/27/2009	05/18/2010	athenahealth, Inc.
Sharing Medical Information	US	11/771285	20080126133	06/29/2007	05/29/2008	athenahealth, Inc.
Medical Document Attachment Handling	US	11/590255	20080103836	10/31/2006	05/01/2008	athenahealth, Inc.
Medical Practice Benchmarking	US	11851811	20080065415	09/07/2007	03/13/2008	athenahealth, Inc.
Medical Image Annotation	US	11/514469	20080059238	09/01/2006	03/06/2008	athenahealth, Inc.
Healthcare Revenue Cycle Management System	US	10/954393	20060074710	09/30/2004	04/06/2006	athenahealth, Inc.
Practice Management and Billing Automation System	US	7617116	20020133503	08/03/2001	11/10/2009	athenahealth, Inc.
Practice Management	PCT		WO2002013047	02/14/2002		athenahealth,



and Billing Automation System						Inc.
System and Method for Providing Sponsor-Branded Messages to Patients	US	10/937482		090/9/2004		athenahealth, Inc.
Methods & Apparatus for Automated Image Classification	US	12/138181	20090313194	06/12/2008	12/17/2009	athenahealth, Inc.

**EXHIBIT C**

**The Copyrights**

<b><u>Registration No.</u></b>	<b><u>Registration Date</u></b>	<b><u>Title</u></b>	<b><u>Author</u></b>	<b><u>Current Owner</u></b>
	07/19/1999	AthenaNet		
	03/07/2006	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.		athenahealth, Inc.
	10/05/2006	AthenaNet : computer code. TXu 726-591(1999)		athenahealth, Inc.
	11/21/2003	AthenaNet / TXu 726-591 (1999)		athenahealth, Inc.