

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LIGHTNING ACQUISITION, LLC		11/10/2011	LIMITED LIABILITY COMPANY: DELAWARE
SAGE SOFTWARE HEALTHCARE, LLC		11/10/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE, LLC, as Agent		
Street Address:	One Boston Place, Suite 1800		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1423726	CADOL	
Registration Number:	2675503	DIMDX	
Registration Number:	2801651	HEALTHPRO	
Registration Number:	2497830		
Registration Number:	2686912	INTERGY	
Registration Number:	1440471	MACHEALTH SERIES	
Registration Number:	1931710	MEDWARE	
Registration Number:	1423725	MENDS	
Registration Number:	2356165	MMCLIENT	
Registration Number:	2448356	OMNICHART	
Registration Number:	1477981	PCN	
Registration Number:	3140653	PRACTICE ANALYTICS	

CH \$415.00 1423726

900206877

TRADEMARK
 REEL: 004659 FRAME: 0018

Registration Number:	3432691	RADIOLOGY NAVIGATOR
Registration Number:	1309741	THE MEDICAL MANAGER
Registration Number:	2717932	ULTIA
Registration Number:	2710136	ULTIA

CORRESPONDENCE DATA

Fax Number: (213)627-0705

Phone: 213.683.5698

Email: MinetteTayco@paulhastings.com

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

Correspondent Name: Minette M. Tayco

Address Line 1: 515 S. Flower St., 25th Floor

Address Line 2: Paul Hastings LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	SAGE(73896.123):TRADEMARK
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NAME OF SUBMITTER:	Minette M. Tayco
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Signature:	/Minette M. Tayco/
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Date:	11/10/2011
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 10th day of November, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company (“WFCF”), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 10, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”) by and among **LIGHTNING ACQUISITION, LLC**, a Delaware limited liability company (“Parent”), **SAGE SOFTWARE HEALTHCARE, LLC**, a Delaware limited liability company (“Sage”; together with Parent, each individually a “Borrower”, and individually and collectively, jointly and severally, “Borrowers”), the lenders party thereto as “Lenders” (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a “Lender” and, collectively, the “Lenders”), Agent, WFCF, **BANK OF MONTREAL**, a Canadian chartered bank (“BMO”), and **SILICON VALLEY BANK**, a California chartered banking corporation (“SVB”), as joint lead arrangers and joint book runners, and BMO and SVB, as co-documentation agents, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Guaranty and Security Agreement, dated as of November 10, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”)

in all of such Grantor's right, title and interest in and to the following included in the Collateral, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, "Trademark Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

LIGHTNING ACQUISITION, LLC,
a Delaware limited liability company

By: 
Name: Laurens Albada
Title: Chief Financial Officer

SAGE SOFTWARE HEALTHCARE, LLC,
a Delaware limited liability company

By: 
Name: Laurens Albada
Title: Chief Financial Officer


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE, LLC,
a Delaware limited liability company

By:


Name: Andrea Bernard
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004659 FRAME: 0024

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Grantor: Sage Software Healthcare, LLC

Trademark Registrations/Applications

Trademark	Country	Reg. No.	Reg. Date
THE MEDICAL MANAGER	Florida	929701	13 Jun 1983
CADOL	USA	1423726	6 Jan 1987
DIMDX	USA	2675503	14 Jan 2003
HEALTHPRO	USA	2801651	6 Jan 2004
HEART BEAT (Device)	USA	2497830	16 Oct 2001
INTERGY	USA	2686912	11 Feb 2003
MACHEALTH SERIES	USA	1440471	26 May 1987
MEDWARE	USA	1931710	31 Oct 1995
MENDS	USA	1423725	6 Jan 1987
MMCLIENT	USA	2356165	6 Jun 2000
OMNICHART	USA	2448356	1 May 2001
PCN	USA	1477981	23 Feb 1988
PRACTICE ANALYTICS	USA	3140653	5 Sep 2006
RADIOLOGY NAVIGATOR	USA	3432691	20 May 2008
THE MEDICAL MANAGER	USA	1309741	18 Dec 1984
ULTIA	USA	2717932	20 May 2003
ULTIA	USA	2710136	22 Apr 2003
MEDICAL-MANAGER	Canada	TMA397865	1 May 1992
THE MEDICAL MANAGER	Canada	TMA599564	15 Jan 2004

Trade Names

Sage Software Healthcare

Trademark Licenses

None