

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NextGen Healthcare Information Systems, LLC		04/01/2012	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Quality Systems, Inc.		
Street Address:	18111 Von Karman Avenue, Suite 700		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92612		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85496546	SAFEGUARD	
Registration Number:	3089524	NEXTGEN	
Registration Number:	2491438	NEXTMD	
CORRESPONDENCE DATA			
Fax Number:	2155255311		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-965-1390		
Email:	usptotm@panitchlaw.com		
Correspondent Name:	Michael J. Leonard		
Address Line 1:	2005 Market Street, Suite 2200		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	688290.0028		
NAME OF SUBMITTER:	Michael J. Leonard		

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Signature:	/michael leonard/
Date:	05/30/2012
<b>Total Attachments: 4</b> source=Assignment_NextGen Healthcare Information Systems, LLC to Quality Systems, Inc#page1.tif source=Assignment_NextGen Healthcare Information Systems, LLC to Quality Systems, Inc#page2.tif source=Assignment_NextGen Healthcare Information Systems, LLC to Quality Systems, Inc#page3.tif source=Assignment_NextGen Healthcare Information Systems, LLC to Quality Systems, Inc#page4.tif	

**ASSET ASSIGNMENT AGREEMENT**

This Asset Assignment Agreement (this "Asset Assignment") dated as of April 1, 2012, is by and between NextGen Healthcare Information Systems, LLC, a California limited liability company ("Assignor"), and Quality Systems, Inc., a California corporation ("Assignee").

**RECITALS**

**WHEREAS**, Assignor and Assignee are affiliates of each other, with NextGen Healthcare Information Systems, LLC being a wholly owned subsidiary of Quality Systems, Inc.;

**WHEREAS**, Assignor has agreed to assign certain personal property and intellectual property to Assignee in order to centralize the personal property and intellectual property and the personal property and intellectual property development efforts of Assignor;

**WHEREAS**, Assignee shall provide certain software and other intellectual property to Assignor based on intercompany product sale agreement (the "Intercompany Product Sale Agreement") to be entered into concurrently herewith.

**AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Asset Assignment and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts the assignment and transfer from Assignor, of all of Assignor's rights, title, and interest in and to the personal property and intellectual property listed on Schedule A hereto (the "Assigned Property"), together with (a) the registrations of and applications therefor, as applicable, (b) all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto, (c) the goodwill of the business of Assignor associated with the use of the Assigned Property that are trademarks, (d) all associated trade secrets and know-how, and (e) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Assigned Property or the registrations thereof or such associated goodwill.

2. Cooperation; Further Assurances. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries in and to the Assigned Property, including, but not limited to, cooperation and assistance at Assignee's request: (a) in the preparation and prosecution of any application related to the Assigned Property; (b) in the prosecution or defense of any interference, infringement or other proceedings that may arise in

connection with the Assigned Property; (c) in furtherance of the transfer, implementation or perfection of the Assigned Property transferred by this Asset Assignment; and (d) in any action otherwise required to effectuate the purposes and intent of the transactions contemplated by this Asset Assignment.

3. Governing Law. The internal law, without regard to conflicts of laws principles, of the State of California will govern all questions concerning the construction, validity and interpretation of this Asset Assignment and the performance of the obligations imposed by this Asset Assignment.

4. Assignment. This Asset Assignment shall inure to benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

5. Entire Agreement. This Asset Assignment and the Intercompany Product Sale Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof.

6. Amendment. This Asset Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

7. Counterparts. This Asset Assignment may be executed in any number of original counterparts, all of which evidence only one agreement and only one full and complete copy of which need be produced for any purpose. A facsimile or copy of a signature will have the same legal effect as an originally drawn signature.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties have caused this Asset Assignment to be executed by as of the date first written above.

**ASSIGNOR:**

NEXTGEN HEALTHCARE INFORMATION  
SYSTEMS, LLC,  
a California limited liability company

By: 

Name: James J. Sullivan

Its: Executive Vice President, Secretary

**ASSIGNEE:**

QUALITY SYSTEMS, INC.  
a California corporation

By: 

Name: James J. Sullivan

Its: Executive Vice President, General Counsel  
and Secretary

**Schedule A**  
**Assigned Property**  
**Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Registration/Serial No.</b>
United States	SAFEGUARD	85-496,546
United States	NEXTGEN	3,089,524
United States	NEXTMD	2,491,438
Canada	NEXTGEN	TMA711191
Canada	NEXTMD	TMA738069
India	NEXTGEN	1360439
India	NEXTMD	647477
Saudi Arabia	NEXTGEN	899/11
Saudi Arabia	NEXT MD	900/22
WIPO (Intl. Reg.)	NEXTGEN	864765
WIPO (Intl. Reg.)	NEXTMD	860662