TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type	
LIGHTNING ACQUISITION, LLC	11/21/2012		LIMITED LIABILITY COMPANY: DELAWARE	
VITERA HEALTHCARE SOLUTIONS, LLC	FORMERLY Sage Software Healthcare, LLC	11/21/2012		

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: 1

Property Type	Number	Word Mark
Registration Number:	3330823	MISYS CONNECT

CORRESPONDENCE DATA

Fax Number: 2136270705

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

via US Mail.

Phone: (213) 683-5627

Email: nancychow@paulhastings.com

Correspondent Name: Nancy Chow
Address Line 1: Paul Hastings LLP

Address Line 2: 515 South Flower Street, 25th Floor Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	WFCFV/VITERA -73896.00123
NAME OF SUBMITTER:	Nancy Chow
	TRADEMARK

900239494 REEL: 004906 FRAME: 0901

333087

Signature: /Nancy Chow/			
Date:	11/26/2012		
Total Attachments: 5 source=Fully Executed Amendment Number One to Trademark Security Agreement#page1.tif source=Fully Executed Amendment Number One to Trademark Security Agreement#page2.tif source=Fully Executed Amendment Number One to Trademark Security Agreement#page3.tif source=Fully Executed Amendment Number One to Trademark Security Agreement#page4.tif source=Fully Executed Amendment Number One to Trademark Security Agreement#page5.tif			

AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT

This AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2012 (this "Amendment"), is delivered pursuant to Section 5 of that certain Trademark Security Agreement, dated as of November 10, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), by and among the Grantors listed on the signature pages thereof (collectively, the "Grantors" and each a "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"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in 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 the Grantors, the lenders party thereto, Agent, WFCF, BANK OF MONTREAL, a Canadian charted bank ("BMO"), and SILICON VALLEY BANK, a California charted banking corporation ("SVB"), as joint lead arrangers and joint book runners, and BMO and SVB, as co-documentation agents, which by this reference is incorporated herein.

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on or about November 10, 2011 at Reel 4659, Frame 0018; and

WHEREAS, the Grantors and Agent wish to amend the Trademark Security Agreement by amending <u>Schedule I</u> to the Trademark Security Agreement to add the Trademarks (as defined in the Trademark Security Agreement) appearing on <u>Exhibit A</u> hereto, and the Grantors and Agent have agreed to do so.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Trademark Security Agreement as follows:

- 1. The Grantors and Agent hereby agree that <u>Schedule I</u> to the Trademark Security Agreement is hereby amended by adding to <u>Schedule I</u> to the Trademark Security Agreement the Trademarks (as defined in the Trademark Security Agreement) appearing on <u>Exhibit A</u> hereto (the "<u>Additional Trademarks</u>"), and such Additional Trademarks shall secure all Secured Obligations (as defined in the Guaranty and Security Agreement (as defined in the Trademark Security Agreement)).
- 2. Each Grantor hereby: (a) reaffirms all prior grants of security interests in favor of Agent in all of such Grantor's right, title, and interest in, to, and under the Trademark Collateral (as defined in the Trademark Security Agreement) identified on Schedule I to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, collaterally assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers to secure the Secured Obligations (as defined in the Guaranty and Security Agreement (as defined in the Trademark Security Agreement)), continuing security interests in all of such Grantor's right, title, and interest in, to, and under the Additional Trademarks; (c) represents and warrants that the representations and warranties in the Trademark Security Agreement, as amended by this Amendment, are true and correct in all material respects on and as of the date hereof, as though made on such date; and (d) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.
- 3. THIS AMENDMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN <u>SECTION 25</u> OF THE GUARANTY AND SECURITY AGREEMENT (AS DEFINED IN THE TRADEMARK SECURITY AGREEMENT), AND SUCH

LEGAL US W # 72996310.3

PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

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

[signature pages follow]

LEGAL US W # 72996310.3

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Amendment by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

LIGHTNING ACQUISITION, LLC,

a Delaware limited ligibility company

By:

Name: Laurens Albada

Title: Chief Financial Officer

VITERA HEALTHCARE SOLUTIONS, LLC, a

Delaware limited liability company (formerly known as

Sage Software Healthcare, LLC)

By:

Name: Laurens Albada

Title: Chief Financial Officer

REEL: 004906 FRAME: 0905

4	THE PERSON NAMED IN	
70.	8 8 4 5	,
. 2	\mathbf{GENT}	٠

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

By:

Name: Chris

Title:

EXHIBIT A

Trademark Registrations/Applications

<u>Trademark</u>	Country	Reg. No.	Reg. Date	<u>Grantor</u>
Misys Connect TM	USA	3330823	November 6, 2007	Vitera Healthcare
				Solutions, LLC

LEGAL_US_W # 72996310.3

RECORDED: 11/26/2012