

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Allscripts Software, LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2610257	PAYERPATH
Registration Number:	2696761	SNAPSHOT
Registration Number:	3755197	IVERIFY
Registration Number:	3651972	ALLSCRIPTS RECRUITASSIST
Registration Number:	3425470	TOUCHWORKS
Registration Number:	2525436	HEALTHMATICS
Registration Number:	2451322	HEALTHMATICS
Registration Number:	2579765	PHYSICIAN HOMEBASE
Registration Number:	3287641	A ALLSCRIPTS
Registration Number:	1862734	FASTBILL
Registration Number:	1763274	FASTCLAIM
Registration Number:	2198727	FASTREMIT
Serial Number:	77849042	VISUAL WORKFLOW
Registration Number:	3693510	CARE VISIBILITY

TRADEMARK

Registration Number:	3675371	MEDINOTES
Registration Number:	3675373	MEDINOTES E
Registration Number:	2315506	ECLIPSYS
Registration Number:	1789616	
Registration Number:	3940924	A
Serial Number:	85939447	ALLSCRIPTS PATIENT CLOUD
Serial Number:	85939383	ALLSCRIPTS CLINICAL RESOURCE MANAGEMENT
Serial Number:	85939364	ALLSCRIPTS CLINICAL RESOURCE PLANNING
Serial Number:	85939299	ALLSCRIPTS COMMUNITY ANALYTICS
Serial Number:	85939338	ALLSCRIPTS COMMUNITY CONSUMER ENGAGEMENT
Serial Number:	85939287	ALLSCRIPTS COMMUNITY PORTAL
Serial Number:	85939426	ALLSCRIPTS COMMUNITY SOLUTIONS
Serial Number:	85939498	OPEN COMMUNITY ANALYTICS
Serial Number:	85939551	OPEN COMMUNITY CARE COORDINATION
Serial Number:	85939509	OPEN COMMUNITY CARE PLAN
Serial Number:	85939472	OPEN COMMUNITY FOUNDATION
Serial Number:	85939482	OPEN COMMUNITY RECORD

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-2292
Email: ksolomon@stblaw.com
Correspondent Name: Zara Ohiorhenuan, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1496
NAME OF SUBMITTER:	Zara Ohiorhenuan
Signature:	/zo/
Date:	09/23/2013

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 28, 2013 is made by ALLSCRIPTS SOFTWARE, LLC, a Delaware limited liability company, located at 222 Merchandise Mart Plaza Suite 2024, Chicago, Illinois 60654 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") parties to the Credit Agreement, dated as of June 28, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among ALLSCRIPTS HEALTHCARE SOLUTIONS, INC. (the "Parent Borrower"), ALLSCRIPTS HEALTHCARE, LLC (the "Co-Borrower") and together with the Parent Borrower and any Additional Borrower, the "Borrowers" and each a "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Guarantee and Collateral Agreement, dated as of June 28, 2013, in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses (including, without limitation, those items listed on Schedule A hereto) (collectively, the

“Collateral”), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

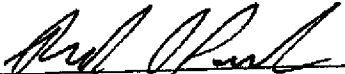
SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALLSCRIPTS SOFTWARE, LLC

By: 
Name: Richard J. Poulton
Title: Chief Financial Officer
Date:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Secured Parties

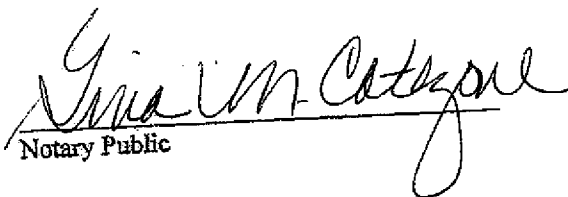
By: _____
Name:
Title:
Date:

Signature Page to Grant of Security Interest in Trademark Rights

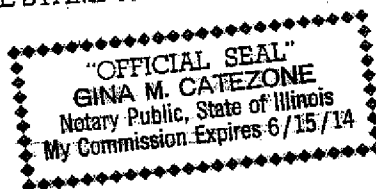
ACKNOWLEDGMENT OF GRANTOR

STATE OF IL)
COUNTY OF COOK) ss

On the 26th day of June, 2013, before me personally came Richard J. Poulton, who is personally known to me to be the Chief Financial Officer of Allscripts Software, LLC, a Delaware limited liability company; who, being duly sworn, did depose and say that he is the Chief Financial Officer in such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public

(PLACE STAMP AND SEAL ABOVE)



Acknowledgement Page to Grant of Security Interest in Trademark Rights

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ALLSCRIPTS SOFTWARE, LLC

By: _____
Name:
Title:
Date:

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Secured Parties

By: Krys Szremski
Name: Krys Szremski
Title: Vice President
Date: June 27, 2013

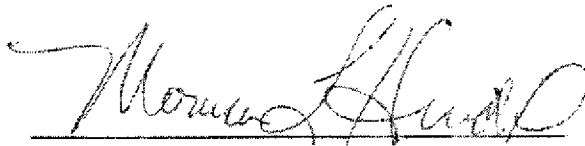
Signature Page to Grant of Security Interest in Trademark Rights

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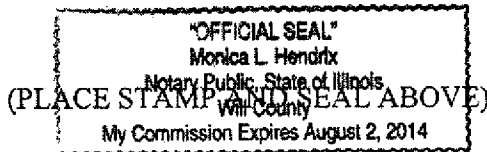
ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On the 27 day of June, 2013, before me personally came Krysz Szremski, who is personally known to me to be the Vice President of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.



Notary Public



Acknowledgement Page to Allscripts Software, LLC Grant of Security Interest in Trademark Rights

Schedule A

U.S. Trademark Registrations and Applications
and U.S. exclusive Trademark Licenses

Trademark	Trademark Application Number	Trademark Registration Number
PAYERPATH		2610257
SNAPSHOT		2696761
IVERIFY		3755197
ALLSCRIPTS RECRUITASSIST		3651972
TOUCHWORKS		3425470
HEALTHMATICS		2525436
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OPEN COMMUNITY CARE PLAN	85939509	
OPEN COMMUNITY FOUNDATION	85939472	

OPEN COMMUNITY RECORD	85939482	
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Trademark Licenses:

None