

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GREENWAY MEDICAL TECHNOLOGIES, INC.		11/04/2013	CORPORATION: DELAWARE
GREENWAY REGISTRY, LLC		11/04/2013	LIMITED LIABILITY COMPANY: GEORGIA
GREENWAY, LLC		11/04/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2652274	PRIME SUITE
Registration Number:	2511813	PRIMEPRACTICE
Registration Number:	2652767	PRIMECHART
Registration Number:	3087866	PRIMEPATIENT
Registration Number:	2562350	WHAT IS YOUR EXPERIENCE?
Registration Number:	2911586	CLINICAL DASHBOARD
Registration Number:	2945025	AMBULATORY SOLUTION
Registration Number:	3201477	PRIMEARM
Registration Number:	4171978	PRIMERESearch
Registration Number:	3746015	PRIMERCM
Registration Number:	4276686	PRIMEMOBILE

TRADEMARK

900271992

REEL: 005154 FRAME: 0541

CH \$665.00 2652274

Registration Number:	4276952	PRIMEENTERPRISE
Registration Number:	4372905	PRIMEIMAGE
Registration Number:	4029781	THE POWER OF ONE
Registration Number:	4258753	PRIMEDATACLOUD
Registration Number:	4306049	GREENWAY
Registration Number:	4306050	GREENWAY
Registration Number:	4324590	YOU'VE EARNED IT. NOW CAPTURE IT.
Registration Number:	3630579	G360° ADVANTAGE
Registration Number:	3134807	GHN
Registration Number:	3137758	CLAIMS TO CASH, QUICKER.
Registration Number:	3534427	CLAIMS-TO-CASH TODAY
Registration Number:	3431721	VISUM
Registration Number:	2660174	GHN-ONLINE
Serial Number:	86052731	PRIMEEXCHANGE
Serial Number:	86054506	PRIMESPEECH

CORRESPONDENCE DATA

Fax Number: 6508385109
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 650-838-3743
Email: JLIK@SHEARMAN.COM
Correspondent Name: BENJAMIN PETERSEN
Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR
Address Line 2: SHEARMAN & STERLING LLP
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	37427/44
NAME OF SUBMITTER:	BENJAMIN PETERSEN
Signature:	/BENJAMIN PETERSEN/
Date:	11/15/2013

Total Attachments: 6
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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This Second Lien Trademark Security Agreement dated as of November 4, 2013 (this "Trademark Security Agreement"), is made by each Pledgor that is a signatory hereto, in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, the "Collateral Agent") pursuant to that certain Second Lien credit agreement, dated as of November 4, 2013 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, Holdings, the lenders from time to time party thereto and the several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Second Lien Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor, in each case excluding Excluded Property (collectively, the "Trademark Collateral"):

(a) all Trademarks of such Pledgor, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto (provided that no security interest shall be granted in 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);

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in

the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full payment and performance of the Secured Obligations (other than contingent indemnification obligations that, pursuant to the provisions of the Credit Agreement and the other Loan Documents, survive the termination thereof), the security interest granted therein and the security interest granted herein shall automatically terminate and be deemed automatically released, and upon written request of the Borrower, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature Page Follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS

**GREENWAY MEDICAL
TECHNOLOGIES, INC., as Pledgor**

By: 

Name: James P. Hickey

Title: President

**GREENWAY REGISTRY, LLC, as
Pledgor**

By: Greenway Medical Technologies, Inc.

Its: Member

By: 

Name: James P. Hickey

Title: President

GREENWAY, LLC, as Pledgor

By: Greenway Medical Technologies, Inc.

Its: Member

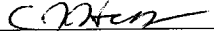
By: 

Name: James P. Hickey

Title: President

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

By: 
Name: E. Joseph Hess
Title: Managing Director

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Pledgor: Greenway Medical Technologies, Inc.

Trademark	Jurisdiction of registration	Registration Number	Registration Date
PRIME SUITE	USA	2652274	11/19/2002
PRIMEPRACTICE	USA	2511813	11/27/2001
PRIMECHART	USA	2652767	11/19/2002
PRIMEPATIENT	USA	3087866	05/02/2006
WHAT IS YOUR EXPERIENCE?	USA	2562350	04/16/2002
CLINICAL DASHBOARD	USA	2911586	12/14/2004
AMBULATORY SOLUTION	USA	2945025	04/26/2005
PRIMEARM	USA	3201477	01/23/2007
PRIMERESEARCH	USA	4171978	07/10/2012
PRIMERCM	USA	3746015	02/09/2010
PRIMEMOBILE	USA	4276686	01/15/2013
PRIMEENTERPRISE	USA	4276952	01/15/2013
PRIMEIMAGE	USA	4372905	07/23/2013
THE POWER OF ONE	USA	4029781	09/20/2011
PRIMEDATACLOUD	USA	4258753	12/11/2012
GREENWAY	USA	4306049	03/19/2013
GREENWAY	USA	4306050	03/19/2013
YOU'VE EARNED IT. NOW CAPTURE IT.	USA	4324590	04/23/2013

Pledgor: Greenway, LLC

Trademark	Jurisdiction of registration	Registration number	Registration Date
G360° ADVANTAGE	USA	3630579	06/02/2009
GHN	USA	3134807	08/29/2006
CLAIMS TO CASH, QUICKER.	USA	3137758	09/05/2006
CLAIMS-TO-CASH TODAY	USA	3534427	11/18/2008
VISUM	USA	3431721	05/20/2008
GHN-ONLINE	USA	2660174	12/10/2002

United States Trademark Applications:

Pledgor: Greenway Medical Technologies, Inc.

Trademark	Jurisdiction of application	Application Number	Filing Date
PRIMEEXCHANGE	USA	86052731	08/30/2013
PRIMESPEECH	USA	86054506	09/03/2013