

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
VITERA HEALTHCARE SOLUTIONS, LLC		11/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
LIGHTNING ACQUISITION, LLC		11/04/2013	LIMITED LIABILITY COMPANY: DELAWARE
RED MOUNTAIN HOLDCO, INC.		11/04/2013	CORPORATION: DELAWARE
SUCSESSEHS, INC.		11/04/2013	CORPORATION: ALABAMA
EHS HOLDINGS, INC.		11/04/2013	CORPORATION: ALABAMA
INTEGRATED PHYSICIAN SYSTEMS, L.L.C.		11/04/2013	LIMITED LIABILITY COMPANY: FLORIDA
CRESTVIEW ACQUISITION CORP.		11/04/2013	CORPORATION: 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:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1423726	CADOL
Registration Number:	2675503	DIMDX
Registration Number:	2801651	HEALTHPRO
Registration Number:	2686912	INTERGY
Registration Number:	1440471	MACHEALTH SERIES
Registration Number:	1931710	MEDWARE
Registration Number:	1423725	MENDS

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Registration Number:	2356165	MMCLIENT
Registration Number:	1477981	PCN
Registration Number:	3140653	PRACTICE ANALYTICS
Registration Number:	3432691	RADIOLOGY NAVIGATOR
Registration Number:	1309741	THE MEDICAL MANAGER
Registration Number:	4335977	VITERA
Registration Number:	3330823	MISYS CONNECT
Registration Number:	4389406	VITERA STAT
Registration Number:	1954497	SOLION
Registration Number:	2710136	ULTIA
Registration Number:	2717932	ULTIA
Serial Number:	85868249	PRACTICE ANALYTICS
Serial Number:	85945850	VITERA MEDICAL MANAGER

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: 8
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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


**VITERA HEALTHCARE SOLUTIONS,
LLC**

By: 


Name: Laurens Albada

Title: Chief Financial Officer


**LIGHTNING ACQUISITION, LLC, as
Pledgor**

By: 
Name: Laurens Albada
Title: Chief Financial Officer


**RED MOUNTAIN HOLDCO, INC., as
Pledgor**

By: 
Name: Laurens Albada
Title: Chief Financial Officer

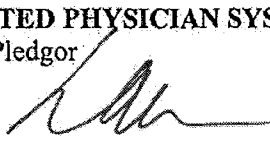
SUCSESSEHS, INC., as Pledgor

By: 
Name: Laurens Albada
Title: Chief Financial Officer

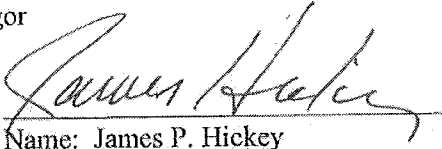
EHS HOLDINGS, INC. as Pledgor

By: 
Name: Laurens Albada
Title: Chief Financial Officer

**INTEGRATED PHYSICIAN SYSTEMS,
L.L.C., as Pledgor**

By: 
Name: Laurens Albada
Title: Chief Financial Officer

CRESTVIEW ACQUISITION CORP., as
Pledgor

By: 
Name: James P. Hickey
Title: President

Accepted and Agreed:

JEFFERIES FINANCE LLC,
as Collateral Agent

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

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

Pledgor: Vitera Healthcare Solutions, LLC

Trademark	Jurisdiction of registration	Reg. No.	Reg. Date
CADOL	USA	1423726	01/06/1987
DIMDX	USA	2675503	01/14/2003
HEALTHPRO	USA	2801651	01/06/2004
INTERGY	USA	2686912	02/11/2003
MACHEALTH SERIES	USA	1440471	05/26/1987
MEDWARE	USA	1931710	10/31/1995
MENDS	USA	1423725	01/06/1987
MMCLIENT	USA	2356165	06/06/2000
PCN	USA	1477981	02/23/1988
PRACTICE ANALYTICS	USA	3140653	09/05/2006
RADIOLOGY NAVIGATOR	USA	3432691	05/20/2008
THE MEDICAL MANAGER	USA	1309741	12/18/1984
VITERA	USA	4335977	05/14/2013
MISYS CONNECT	USA	3330823	11/06/2007
VITERA STAT	USA	4389406	08/20/2013
SOLION	USA	1954497	02/06/1996
ULTIA	USA	2710136	04/22/2003
ULTIA	USA	2717932	05/20/2003

United States Trademark Applications:

Pledgor: Vitera Healthcare Solutions, LLC

Trademark	Jurisdiction of application	App. No.	Filing Date
PRACTICE ANALYTICS	USA	85868249	03/06/2013
VITERA MEDICAL MANAGER	USA	85945850	05/30/2013