

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM335999

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MDEverywhere, Inc.		03/20/2015	CORPORATION: DELAWARE
E-MDS, Inc.		03/20/2015	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	national banking association: PENNSYLVANIA

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2600591	EVERYCHARGE
Registration Number:	2742518	MD EVERYWHERE
Registration Number:	2592287	MDEVERYWHERE
Serial Number:	85837248	E-MDS CLOUD CHART
Serial Number:	85837245	E-MDS CLOUD PM
Serial Number:	85836800	E-MDS CLOUD SOLUTIONS
Serial Number:	85823449	E-MDS CLOUD SERVICES
Serial Number:	85823427	E-MDS ENTERPRISE CLOUD
Registration Number:	3650970	E-MDS DOCMAN
Registration Number:	3552634	CHARTING THE FUTURE OF HEALTHCARE
Registration Number:	3443188	SOLUTION SERIES
Registration Number:	3443187	TRACKING BOARD
Registration Number:	3487308	TASKMAN
Registration Number:	3625703	E-MDS ROUNDS
Registration Number:	3668174	E-MDS
Registration Number:	3684865	E-MDS

OP \$465.00 2600591

Property Type	Number	Word Mark
Registration Number:	3715725	MEDICAPAEDIA
Registration Number:	2569571	E-MDS

CORRESPONDENCE DATA

Fax Number: 2158325619
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-569-5619
Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-15009
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	03/24/2015

Total Attachments: 4
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SECURITY AGREEMENT

(TRADEMARKS)

March 20, 2015

WHEREAS, MDEVERYWHERE, INC., a Delaware corporation ("MDE"), and E-MDS, INC., a Texas corporation ("EMDS" and together with MDE, collectively, "Grantors" and each individually a "Grantor"), have adopted, used and are using the trademarks listed opposite such Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, each Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee"), and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of March 20, 2015 (the "Loan Agreement"), by and among MDEVERYWHERE MIDCO, INC., a Delaware corporation ("Holdings"), Grantors, MDE ACQUISITION, INC., a Texas corporation ("MergerCo" and together with Grantors and each other Person from time to time joined as a party thereto as a borrower, the "Borrowers" and each a "Borrower"), the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender"), and Grantee for the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, each Grantor has granted to Grantee a security interest in all right, title and interest of such Grantor in and to its general intangibles, including, without limitation, the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, each Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is PNC Bank, National Association, 2 North Lake Avenue, Suite 440, Pasadena, CA 91101, Attn: Suzanne Fitzgerald.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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TRADEMARK
REEL: 005484 FRAME: 0371

IN WITNESS WHEREOF, each Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

MDEVERYWHERE, INC.,
a Delaware corporation

By: Robb Warwick
Name: Robb Warwick
Title: Treasurer

E-MDS, INC.,
a Texas corporation

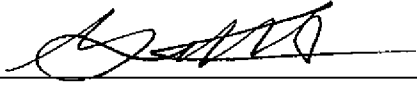
By: Robb Warwick
Name: Robb Warwick
Title: Treasurer

Signature Page to Security Agreement (Trademarks)

TRADEMARK
REEL: 005484 FRAME: 0372

ACCEPTED AND
ACKNOWLEDGED BY:


PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: George Mansour III
Title: Vice President

SCHEDULE I TO SECURITY AGREEMENT

TRADEMARKS

Grantor	Mark	Registration or Serial No.	Country	Registration or Filing Date
MDEVERYWHERE, INC.	EVERYCHARGE	2600591	US	7/30/2002
MDEVERYWHERE, INC.	MD EVERYWHERE	2742518	US	7/29/2003
MDEVERYWHERE, INC.	MDEVERYWHERE	2592287	US	7/9/2002
E-MDS, INC.	E-MDS CLOUD CHART	85837248	US	1/31/2013
E-MDS, INC.	E-MDS CLOUD PM	85837245	US	1/31/2013
E-MDS, INC.	E-MDS CLOUD SOLUTIONS	85836800	US	1/30/2013
E-MDS, INC.	E-MDS CLOUD SERVICES	85823449	US	1/15/2013
E-MDS, INC.	E-MDS ENTERPRISECLOUD	85823427	US	1/15/2013
E-MDS, INC.	E-MDS DOCMAN	3650970	US	7/7/2009
E-MDS, INC.	CHARTING THE FUTURE OF HEALTHCARE	3552634	US	12/30/2008
E-MDS, INC.	SOLUTION SERIES	3443188	US	6/3/2008
E-MDS, INC.	TRACKING BOARD	3443187	US	6/3/2008
E-MDS, INC.	TASKMAN	3487308	US	8/19/2008
E-MDS, INC.	E-MDS ROUNDS	3625703	US	5/26/2009
E-MDS, INC.	E-MDS	3668174	US	8/18/2009
E-MDS, INC.		3684865	US	9/22/2009
E-MDS, INC.	MEDICAPAEDIA	3715725	US	11/24/2009
E-MDS, INC.	E-MDS	2569571	US	5/14/2002

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