

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM353971

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ADP AdvancedMD, Inc.		09/02/2015	CORPORATION: DELAWARE
PracticeOne, LLC		09/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC Bank, National Association		
<b>Street Address:</b>	500 First Avenue		
<b>Internal Address:</b>	Commercial Loan Service Center/DCC		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15219		
<b>Entity Type:</b>	national banking association: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3299686	ADVANCEDEMR	
<b>Registration Number:</b>	3295139	ADVANCEDMD	
<b>Registration Number:</b>	3039850	ADVANCEDMD	
<b>Registration Number:</b>	3808440	ADVANCEDBILLER	
<b>Registration Number:</b>	3634019	E-MEDSYS	
<b>Registration Number:</b>	2859384	PRACTICEONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<i>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.</i>			
<b>Phone:</b>	215-569-5619		
<b>Email:</b>	pecsenye@blankrome.com		
<b>Correspondent Name:</b>	Timothy D. Pecsénye		
<b>Address Line 1:</b>	Blank Rome LLP		
<b>Address Line 2:</b>	One Logan Square, 8th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	074658-15066		

OP \$165.00 3299686

<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	09/03/2015
<b>Total Attachments: 5</b> source=Trademarks - PNC-AMD#page1.tif source=Trademarks - PNC-AMD#page2.tif source=Trademarks - PNC-AMD#page3.tif source=Trademarks - PNC-AMD#page4.tif source=Trademarks - PNC-AMD#page5.tif	

**SECURITY AGREEMENT**

**(TRADEMARKS)**

September 2, 2015

WHEREAS, ADP ADVANCEDMD, INC., a Delaware corporation ("AdvancedMD"), and PRACTICEONE, LLC, a Delaware limited liability company ("PracticeOne" and together with AdvancedMD, collectively, the "Grantors" and each 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 the date hereof (the "Loan Agreement"), by and among MEP AMD MIDCO, INC., a Delaware corporation ("Holdings"), Grantors, MEP AMD ACQUISITIONCO, INC., a Delaware corporation ("AcquisitionCo"), upon the consummation of the Closing Date Transaction (as defined in the Loan Agreement), Grantors, ADP ADVANCEDMD HOLDING, INC., a Delaware corporation ("AdvancedMD Holding", and together with Grantors, AcquisitionCo, 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 Credit 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: Michael McNeirney.

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.

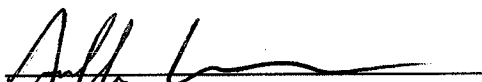
Signature Page to Security Agreement (Trademarks)

**TRADEMARK**  
**REEL: 005616 FRAME: 0591**

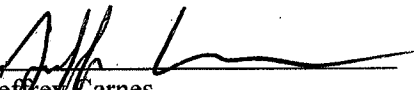
IN WITNESS WHEREOF, each Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

After giving effect to the Closing Date  
Transaction (as defined in the Loan Agreement):

**ADP ADVANCEDMD, INC.,**  
a Delaware corporation

By:   
Jeffrey Carnes  
Vice President

**PRACTICEONE, LLC,**  
a Delaware limited liability company

By:   
Jeffrey Carnes  
Vice President


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (PNC-AMD)]

**TRADEMARK**  
**REEL: 005616 FRAME: 0592**

ACCEPTED AND  
ACKNOWLEDGED BY:

PNC BANK, NATIONAL ASSOCIATION,  
as Agent

By: \_\_\_\_\_

  
George Mansour III  
Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (PNC-AMD)]

**TRADEMARK**  
**REEL: 005616 FRAME: 0593**

**SCHEDULE I TO SECURITY AGREEMENT**

**TRADEMARKS**

<b>Grantor</b>	<b>Mark</b>	<b>Registration or Serial No.</b>	<b>Country</b>	<b>Registration or Filing Date</b>
ADP AdvancedMD, Inc.	AdvancedEMR	3299686	U.S.	9/25/2007
ADP AdvancedMD, Inc.	AdvancedMD	3295139	U.S.	9/18/2007
ADP AdvancedMD, Inc.	AdvancedMD	3039850	U.S.	1/10/2006
ADP AdvancedMD, Inc.	AdvancedBILLER	3808440	U.S.	6/22/2010
PracticeOne, LLC	e-Medsys	3634019	U.S.	6/9/2009
PracticeOne, LLC	PracticeOne	2859384	U.S.	7/6/2004

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