

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
QSI MANAGEMENT, LLC		01/04/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	4598721	C.A.C.H.E.	
Registration Number:	3765608	COLLABORATIVE HEALTHCARE SOLUTIONS	
Registration Number:	3292420	EXPERTS IN HEALTHCARE TRANSACTIONS	
Registration Number:	3720822	HERE. THERE. ANYWHERE.	
Registration Number:	2563711	INTRANEXUS	
Registration Number:	3839501	MEANINGFUL USE EXCHANGE	
Registration Number:	3647229	MIRTH	
Registration Number:	4567634	MIRTH	
Registration Number:	4212700	NEXTGEN	
Registration Number:	3089524	NEXTGEN	
Registration Number:	4212719	NEXTGEN	
Registration Number:	4113033	NEXTPEN	
Registration Number:	4657562	NEXTPEN	
Registration Number:	4309020	POWERING HEALTHCARE TRANSFORMATION	
Registration Number:	4370762	QSI	
Registration Number:	4330846	QSIDENTAL	
Registration Number:	4443174	QSIDENTAL WEB	
Registration Number:	3112535	SAPPHIRE	
Registration Number:	3698768	VIATRACK	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3807443	VTALK
Serial Number:	86550595	BETTER RESULTS PERIOD.
Serial Number:	86521736	MIRTH
Serial Number:	86696316	MIRTH OPENPD
Serial Number:	86699627	NEXTGEN
Serial Number:	86395531	NEXTGEN CARE
Serial Number:	86550606	NEXTGEN EHR MOBI
Serial Number:	86586803	NEXTGEN GO
Serial Number:	85737392	NEXTGEN HEALTHCARE
Serial Number:	86146091	NEXTGEN N 1 NATION
Serial Number:	86395528	NEXTGEN NOW

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 214-981-3483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark, Esq.

Address Line 1: Sidley Austin LLP

Address Line 2: 2001 Ross Avenue, Suite 3600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-39840
NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	01/04/2016

Total Attachments: 6

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of January 4, 2016 by and from QSI MANAGEMENT, LLC, a California limited liability company (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Quality Systems, Inc., a California corporation (the "Borrower"), the Lenders and Grantee have entered into a Credit Agreement dated January 4, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated January 4, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

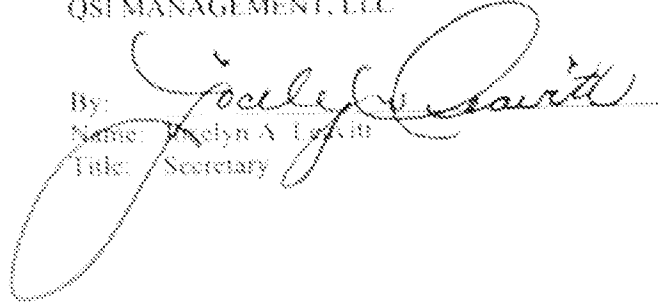
IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

QSI MANAGEMENT, LLC

By:

Name: Jocelyn A. LeVitt

Title: Secretary

A large, stylized handwritten signature in cursive script, appearing to read "Jocelyn A. LeVitt", is written over the printed name and title. The signature is written in dark ink and is quite large, extending across the width of the signature line and slightly above and below it.

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Registration No.	Registration Date	Serial No.	Application Date	Owner
C.A.C.H.E.	4598721	9.2.2014	86041536	8.19.2013	QSI Management, LLC
collaborative healthcare solutions	3765608	3.23.2010	77708445	4.7.2009	QSI Management, LLC
experts in healthcare transactions	3292420	9.11.2007	77114654	2.23.2007	QSI Management, LLC
Here. There. Anywhere.	3720822	12.8.2009	77589703	10.9.2008	QSI Management, LLC
IntraNexus	2563711	4.23.2002	76309087	9.5.2001	QSI Management, LLC
Meaningful Use Exchange	3839501	8.24.2010	77841429	10.5.2009	QSI Management, LLC
Mirth	3647229	6.30.2009	77630622	12.10.2008	QSI Management, LLC
Mirth	4567634	7.25.2014	86129746	11.26.2013	QSI Management, LLC
NextGen	4212700	9.25.2012	85406223	8.24.2011	QSI Management, LLC
NextGen	3089524	5.9.2006	78472826	8.24.2004	QSI Management, LLC
NextGen	4212719	9.25.2012	85414006	9.2.2011	QSI Management, LLC
NextPen	4113033	3.13.2012	85267135	3.15.2011	QSI Management, LLC

Mark	Registration No.	Registration Date	Serial No.	Application Date	Owner
NextPen	4657562	12.16.2014	86126066	11.21.2013	QSI Management, LLC
Powering Healthcare Transformation	4309020	3.26.2013	85693910	8.2.2012	QSI Management, LLC
QSI	4370762	7.23.2013	85591198	4.6.2012	QSI Management, LLC
QSIDental	4330846	5.7.2013	85653777	6.16.2012	QSI Management, LLC
QSIDental Web	4443174	12.3.2013	85900135	4.10.2013	QSI Management, LLC
Sapphire	3112535	7.4.2006	78172968	10.10.2002	QSI Management, LLC
viatrack	3698768	10.20.2009	77708430	4.7.2009	QSI Management, LLC
vtalk	3807443	6.22.2010	77114676	2.23.2007	QSI Management, LLC
Better Results Period			86550595	3.2.2015	QSI Management, LLC
Mirth			86521736	2.2.2015	QSI Management, LLC
Mirth OpenPD			86696316	7.17.2015	QSI Management, LLC
NextGen			86699627	7.21.2015	QSI Management, LLC
NextGen Care			86395531	9.15.2014	QSI Management, LLC
NextGen EHR Mobi			86550606	3.2.2015	QSI Management, LLC

Mark	Registration No.	Registration Date	Serial No.	Application Date	Owner
NextGen Go			86586803	4.3.2015	QSI Management, LLC
NextGen Healthcare			85737392	9.25.2012	QSI Management, LLC
nextgen n1 nation			86146091	12.17.2013	QSI Management, LLC
NextGen Now			86395528	9.15.2014	QSI Management, LLC