

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM418652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GREENWAY HEALTH, LLC		02/17/2017	Limited Liability Company: DELAWARE
GREENWAY HEALTH, INC.		02/17/2017	Corporation: DELAWARE
GREENWAY HEALTH SERVICES, LLC		02/17/2017	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: 37			
Property Type	Number	Word Mark	
Registration Number:	1423726	CADOL	
Registration Number:	2686912	INTERGY	
Registration Number:	1440471	MACHEALTH SERIES	
Registration Number:	1931710	MEDWARE	
Registration Number:	1423725	MENDS	
Registration Number:	2356165	MMCLIENT	
Registration Number:	1477981	PCN	
Registration Number:	1309741	MEDICAL MANAGER	
Registration Number:	4335977	VITERA	
Registration Number:	4389406	VITERA STAT	
Serial Number:	85868249	PRACTICE ANALYTICS	
Serial Number:	78581325	PRACTICE ANALYTICS	
Serial Number:	85448995	VITERA	
Serial Number:	85945850	VITERA MEDICAL MANAGER	
Registration Number:	1954497	SOLION	
Registration Number:	4240906		

CH \$940.00 1423726

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:	4171978	PRIMERESearch
Registration Number:	3746015	PRIMERCM
Registration Number:	4276686	PRIMEMOBILE
Registration Number:	4276952	PRIMEENTERPRISE
Registration Number:	4372905	PRIMEIMAGE
Registration Number:	4029781	THE POWER OF ONE
Registration Number:	4258753	PRIMEDATAACLOUD
Registration Number:	4306049	GREENWAY
Registration Number:	4306050	GREENWAY
Registration Number:	4324590	YOU'VE EARNED IT. NOW CAPTURE IT.
Serial Number:	86052731	PRIMEEXCHANGE
Serial Number:	86054506	PRIMESPEECH
Registration Number:	4890696	CLINICALLY DRIVEN RCM
Registration Number:	3134807	GHN
Registration Number:	3137758	CLAIMS TO CASH, QUICKER.
Registration Number:	2660174	GHN-ONLINE

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: MARIE-ALEXIS VALENTE

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	37427/44
NAME OF SUBMITTER:	MARIE-ALEXIS VALENTE
SIGNATURE:	/MARIE-ALEXIS VALENTE/
DATE SIGNED:	03/07/2017

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of February 17, 2017 (this “Trademark Security Agreement”), is made by each signatory hereto listed under “Pledgors” (each a “Pledgor” and collectively, the “Pledgors”), in favor of Jefferies Finance LLC, in its capacity as collateral agent for the secured parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of February 17, 2017 (as amended, restated, amended and restated, supplemented, extended, waived, renewed, replaced, refinanced or otherwise modified from time to time, the “Credit Agreement”), by and among, among others, Greenway Health, LLC, a Delaware limited liability company (the “Borrower”), certain subsidiaries and affiliates of the Borrower from time to time party thereto, 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 Security Agreement of even date with the Credit Agreement (as amended, restated, amended and restated, supplemented, waived, renewed, replaced 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, each Pledgor hereby agrees 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, or if not defined therein, in the Credit 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 first priority Lien on and security interest in (subject to Permitted Liens) all of the right, title and interest of such Pledgor in, to and under all the following Pledged Collateral, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks, including, without limitation, the United States registered Trademarks and applications for Trademark registration, listed on Schedule 1 attached hereto, together with any and all (i) rights and privileges arising under applicable Legal Requirements with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any “intent to use” Trademark application for which a Statement of

Use or Amendment to Allege Use, as applicable, has not been filed and accepted with the United States Patent and Trademark Office.

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

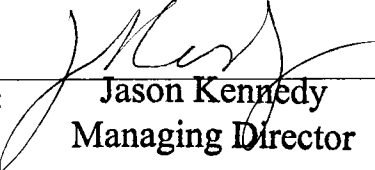
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein *mutatis mutandis*.

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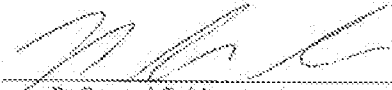
ACCEPTED AND AGREED:

JEFFERIES FINANCE LLC,
as Collateral Agent


By: 
Name: **Jason Kennedy**
Title: **Managing Director**

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.

GREENWAY HEALTH, LLC,
a Delaware limited liability company

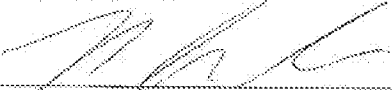
By: 
Name: R. Samuel Snider
Title: Assistant Secretary

GREENWAY HEALTH, INC.,
a Delaware corporation

By: 
Name: R. Samuel Snider
Title: Assistant Secretary

GREENWAY HEALTH SERVICES, LLC,
a Delaware limited liability company

By: Greenway Health, Inc.,
its Sole Member

By: 
Name: R. Samuel Snider
Title: Assistant Secretary


[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Loan Party: Greenway Health, LLC

Trademark	Reg. No. / Serial No.	Reg. Date	Owner of Record
CADOL	1423726	01/06/1987	Sage Software Healthcare, LLC
INTERGY	2686912	02/11/2003	Vitera Healthcare Solutions, LLC
MACHEALTH SERIES	1440471	05/26/1987	Sage Software Healthcare, LLC
MEDWARE	1931710	10/31/1995	Vitera Healthcare Solutions, LLC
MENDS	1423725	01/06/1987	Greenway Health, LLC
MMCLIENT	2356165	06/06/2000	Sage Software Healthcare, LLC
PCN	1477981	02/23/1988	Sage Software Healthcare, LLC
THE MEDICAL MANAGER	1309741	12/18/1984	Vitera Healthcare Solutions, LLC
[VITERA]	4335977	05/14/2013	Vitera Healthcare Solutions,

Trademark	Reg. No. / Serial No.	Reg. Date	Owner of Record
			LLC
[VITERA STAT]	4389406	08/20/2013	Vitera Healthcare Solutions, LLC
PRACTICE ANALYTICS	85868249	03/06/2013	Vitera Healthcare Solutions, LLC
PRACTICE ANALYTICS	7851325	09/05/2006	Sage Software Healthcare, LLC
[VITERA]	85448995 (ITU)	10/17/2011	Vitera Healthcare Solutions, LLC
[VITERA MEDICAL MANAGER]	85945850	05/30/2013	Vitera Healthcare Solutions, LLC
SOLION	1954497	02/06/1996	Vitera Healthcare Solutions, LLC
	4240906	11/13/2012	Vitera Healthcare Solutions, LLC

Loan Party: Greenway Health, Inc.

Trademark	Application or Registration Number	Filing or Registration Date
PRIME SUITE	2652274	11/19/2002
PRIMEPRACTICE	2511813	11/27/2001

Trademark	Application or Registration Number	Filing or Registration Date
PRIMECHART	2652767	11/19/2002
PRIMEPATIENT	3087866	05/02/2006
WHAT IS YOUR EXPERIENCE?	2562350	04/16/2002
PRIMERESearch	4171978	07/10/2012
PRIMERCM	3746015	02/09/2010
PRIMEMOBILE	4276686	01/15/2013
PRIMEENTERPRISE	4276952	01/15/2013
PRIMEIMAGE	4372905	07/23/2013
THE POWER OF ONE	4029781	09/20/2011
PRIMEDATA CLOUD	4258753	12/11/2012
GREENWAY	4306049	03/19/2013
GREENWAY	4306050	03/19/2013
YOU'VE EARNED IT. NOW CAPTURE IT.	4324590	04/23/2013
PRIMEEXCHANGE	86052731	08/30/2013
PRIMESPEECH	86054506	09/03/2013
CLINICALLY DRIVEN RCM	4890696	01/19/2016

Loan Party: Greenway Health Services, LLC

Trademark	Registration number	Registration Date	Owner of Record
GHN	3134807	08/29/2006	Greenway LLC
CLAIMS TO CASH, QUICKER.	3137758	09/05/2006	Greenway LLC
GHN-ONLINE	2660174	12/10/2002	Greenway LLC