

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM450598

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Allscripts Software, LLC		10/02/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
Street Address:	10 S. Dearborn		
Internal Address:	7th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2788221	CAREFX	
Registration Number:	3079634	FUSIONFX	
Registration Number:	4273039	PEAKE HEALTHCARE INNOVATIONS	
Serial Number:	87036929	HEALTH NOTEBOOK	
CORRESPONDENCE DATA			
Fax Number:	6502515002		
<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>			
Phone:	(650) 251-5123		
Email:	jmull@stblaw.com		
Correspondent Name:	Marissa Lambert		
Address Line 1:	2475 Hanover Street		
Address Line 4:	Palo Alto, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:	509265/1496		
NAME OF SUBMITTER:	J. Jason Mull		
SIGNATURE:	/J. Jason Mull/		
DATE SIGNED:	11/10/2017		

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Total Attachments: 6

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This **GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS** ("Agreement"), effective as of October 2, 2017 is made by **Allscripts Software, LLC**, a Delaware limited liability company located at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") from time to time parties to the Credit Agreement, dated as of June 28, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Allscripts Healthcare Solutions, Inc. (the "Parent Borrower"), Allscripts Healthcare, LLC, a North Carolina limited liability company (the "Co-Borrower" and together with the Borrower and any Additional Borrower that becomes a party hereto, the "Borrowers" and each a "Borrower"), the Lenders and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered an Assumption Agreement dated as of the date of this Agreement pursuant to which the Grantor became a party to that certain Guarantee and Collateral Agreement, dated as of June 28, 2013, by the Grantor and certain other grantors in favor of the Agent (as amended, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks and Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks and Patents (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and

Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

(Signature Page to Grant of Security Interests in Trademark and Patent Rights)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Allscripts Software, LLC

By: 
Name: Richard J. Poulton
Title: President

(Signature Page to Grant of Security Interests in Trademark and Patent Rights)

JPMORGAN CHASE BANK, N.A., as Administrative
Agent for the Secured Parties

By: 
Name: Kevin Harris
Title: Vice President

SCHEDULE A
TRADEMARKS

Country	Trademark	Application Number	Filing Date	Reg. No.	Reg. Date
CN	CAREFX	9850518	8/16/2011	9850518	10/21/2012
CN	CAREFX	9850519	8/16/2011	9850519	10/21/2012
US	CAREFX	76/421736	6/17/2002	2788221	12/2/2003
EM	CAREFX	3356151	9/17/2003	3356151	4/6/2005
US	FUSIONFX	78/613653	4/21/2005	3079634	4/11/2006
US	HEALTH NOTEBOOK	87/036929	5/13/2016		
US	PEAKE HEALTHCARE INNOVATIONS	85/423217	9/15/2011	4273039	1/8/2013

PATENTS

Title	Patent Status	Filing Date	Grant/ Application Number	Grant Date
System for Monitoring a Target Application and Method Thereof	GRANTED	12/1/06	US7962899	6/14/11
Computer Program Generation System and Method Thereof	GRANTED	7/25/06	US8176467	5/8/12
Operating System	GRANTED	8/5/09	US8689008	4/1/14
System and Method for Visualizing Patient Treatment Measures in a Network Environment (Taiwan)				

Title	Patent Status	Filing Date	Grant/ Application Number	Grant Date
Operating System	PENDING	12/30/14	14/586750	
Operating System	PENDING	12/30/14	14/586770	
Operating System	PENDING	12/30/14	14/586787	
Operating System	PENDING	12/30/14	14/586799	
Operating System	PENDING	12/30/14	14/586817	
Operating System	PENDING	12/30/14	14/586827	
Operating System	PENDING	12/30/14	14/586841	
System and Method for a Healthcare Monitoring Framework in a Network Environment	PENDING		13/659863	
System and Method for Optimizing Clinical Flow and Operational Efficiencies in a Network Environment	PENDING		13/945853	
System and Method for Visualizing Patient Treatment History in a Network Environment	PENDING		13/753092	
System and Method for Visualizing Patient Treatment Measures in a Network Environment	PENDING		13/773503	