

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480900

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nuesoft Technologies, Inc.		07/06/2018	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Golub Capital Markets LLC, as Collateral Agent		
Street Address:	666 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10103		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4824093	CHARGE CHAT	
Registration Number:	4963908	NUEPEDIA	
Registration Number:	4963813	NUEBIE NOTES	
Registration Number:	4748108	NUEMD	
Registration Number:	4735089	NUESOFT	
Registration Number:	4240289	NUETOPIA	
Registration Number:	3822477		
Registration Number:	3307273	STUDENT HEALTH MANAGEMENT... SIMPLIFIED.	
Registration Number:	3576267	XPRESS	
Registration Number:	3329481	SEE PATIENTS. GET PAID.	
Registration Number:	2537371	NUEMD	
Registration Number:	2586384	NUEMD	
Registration Number:	2598998	NUEMD	
Registration Number:	2534928	NUEMD	
Registration Number:	5066087	COACH CLIP	
Registration Number:	4985635	TIP CLIP	
CORRESPONDENCE DATA			

OP \$415.00 4824093

Fax Number: 2127514864

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: 212-906-1216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	053644-0153
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NAME OF SUBMITTER:	Angela M. Amaru
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SIGNATURE:	/S/ Angela M. Amaru
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DATE SIGNED:	07/06/2018
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of July 6, 2018 (this "Trademark Security Agreement"), is made by each signatory hereto listed under "Pledgors" (each a "Pledgor" and collectively, the "Pledgors"), in favor of Golub Capital Markets 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 July 6, 2018 (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, AdvancedMD, Inc., a Delaware corporation (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. As collateral security for the payment and performance in full of the Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a first priority Lien on and continuing security interest in and to 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"):

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, (iv) income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof or unfair competition therewith, (v) rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof or unfair competition therewith, and (vi) rights, priorities and privileges corresponding thereto throughout the world.

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 (but only until the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto), to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration issuing therefrom.

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 a signature page of this Trademark Security Agreement by telecopier or other electronic transmission (PDF or TIFF format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

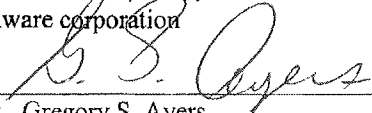
SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the law of the State of New York. The terms of Section 10.09(b) and Section 10.10 of the Credit Agreement are incorporated herein mutatis mutandis.

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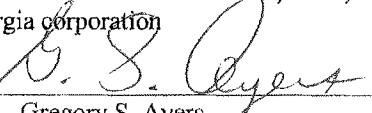
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PLEDGORS:

ADVANCEDMD, INC.,
a Delaware corporation

By: 
Name: Gregory S. Ayers
Title: Chief Financial Officer

NUESOFT TECHNOLOGIES, INC.,
a Georgia corporation

By: 
Name: Gregory S. Ayers
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By: 

Name: Marc C. Robinson

Title: Managing Director






[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 006374 FRAME: 0249

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	MARK	REGISTRATION NUMBER
AdvancedMD, Inc.	AdvancedEMR	3299686
	AdvancedMD	3295139
	AdvancedMD	3039850
	ADVANCEDREPUTATION	5412463
	ADVANCEDMOBILE	5044480
	ADVANCEDPM	5044444
	ADVANCEDEHR	5044442
	ADVANCEDCLOUD	5039948
	Design Only 	5067435
	ADVANCEDPATIENT	5044445
	Design Only 	5044456
	ADVANCEDSCHEDULING	5044446
	ADVANCEDBILLING	5044447
	ADVANCEDBENCHMARKING	5044450
ADVANCEDEPCS	5044451	
ADVANCEDRX	5044452	
ADVANCEDEXCHANGE	5044454	
ADVANCEDRCM	5044448	
ADVANCEDINSIGHT	5044449	
ADVANCEDFAX	5044453	
ADVANCEDMD and Design 	5044455	
ADVANCEDMD and Design 	5067434	
ADVANCEDBILLER (Stylized) <i>AdvancedBILLER</i>	3808440	
Nuesoft Technologies, Inc.	CHARGE CHAT	4824093
	NUEPEDIA	4963908
	NUEBIE NOTES	4963813
	NUEMD and Design 	4748108

	NUESOFT	4735089
	NUETOPIA	4240289
	Design Only 	3822477
	STUDENT HEALTH MANAGEMENT... SIMPLIFIED.	3307273
	XPRESS	3576267
	SEE PATIENTS. GET PAID.	3329481
	NUEMD	2537371
	NUEMD	2586384
	NUEMD	2598998
	NUEMD	2534928
	COACH CLIP	5066087
	TIP CLIP	4985635

United States Trademark Applications:

OWNER	MARK	APPLICATION NUMBER
AdvancedMD, Inc.	AdvancedMD Rhythm	87,852,102
	AdvancedTelemedicine	87,183,690