

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM507756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eMDs, Inc.		01/29/2019	Corporation: TEXAS
Aprima Medical Software, Inc.		01/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	2001 Ross Ave, Suite 2800		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Chartered Bank: NEW YORK		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	3650970	E-MDS DOCMAN	
Registration Number:	3443188	SOLUTION SERIES	
Registration Number:	3625703	E-MDS ROUNDS	
Registration Number:	3668174	E-MDS	
Registration Number:	3684865	E-MDS	
Registration Number:	3552634	CHARTING THE FUTURE OF HEALTHCARE	
Registration Number:	3487308	TASKMAN	
Registration Number:	3715725	MEDICAPAEDIA	
Registration Number:	2569571	E-MDS	
Registration Number:	2600591	EVERYCHARGE	
Registration Number:	2592287	MDEVERYWHERE	
Registration Number:	2837783	WEB VIEW	
Registration Number:	3815647	APRIMA	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		

CH \$340.00 3650970

Email: ssheesley@kslaw.com
Correspondent Name: Steven Sheesley
Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 14868.515021

NAME OF SUBMITTER: Steven Sheesley

SIGNATURE: //Steven Sheesley//

DATE SIGNED: 01/29/2019

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of January 29, 2019 (this “**Trademark Security Agreement**”), by **EMDS, INC.**, a Texas corporation (“**Company**”), **APRIMA MEDICAL SOFTWARE, INC.**, a Delaware corporation (“**Aprima**”), and together with Company, the “**Grantors**” and each a “**Grantor**”), in favor of **GOLDMAN SACHS BANK USA**, in its capacity as collateral agent (the “**Collateral Agent**”) for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of January 29, 2019, by and among Company, **EMDS HOLDINGS, INC.**, a Delaware corporation (“**Holdings**”), certain Subsidiaries of Company, as Guarantors, the lenders from time to time party thereto (the “**Lenders**”) and Goldman Sachs Bank USA, as administrative agent, Collateral Agent and Lead Arranger (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, replaced, supplemented or otherwise modified, the “**Credit Agreement**”), the Lenders have agreed to make the Loans and certain financial accommodations to Company;

WHEREAS, the Lenders are willing to make the Loans and certain financial accommodations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for itself and the ratable benefit of Secured Parties, that certain Pledge and Security Agreement, dated as of January 28, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantors hereby grant to Collateral Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantors’ right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired, in each case excluding Excluded Property (collectively, the “**Trademark Collateral**”):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto;
 - (b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

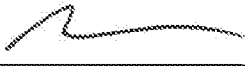
(d) all products and proceeds of the foregoing, including, without limitation, any claim by either Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, on behalf of itself and Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.
4. GRANTOR REMAINS LIABLE. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.
5. COUNTERPARTS. This Trademark Security Agreement 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.
6. GOVERNING LAW. This Trademark Security Agreement 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.

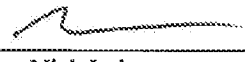
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IN WITNESS WHEREOF, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

EMDS, INC.

By: 
Name: Nick Lukens
Title: Vice President, Secretary and Treasurer



APRIMA MEDICAL SOFTWARE, INC.

By: 
Name: Nick Lukens
Title: Vice President, Secretary and Treasurer

Trademark Security Agreement

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

<i>TRADEMARK</i>	<i>OWNER</i>	<i>REGISTRATION NO.</i>	<i>REGISTRATION DATE</i>
E-MDS DOCMAN e-MDs DocMan	EMDS, INC.	3650970	07/07/2009
SOLUTION SERIES Solution Series	EMDS, INC.	3443188	06/03/2008
E-MDS ROUNDS e-MDs Rounds	EMDS, INC.	3625703	03/10/2009
E-MDS e-MDs	EMDS, INC.	3668174	08/18/2009
E-MDS 	EMDS, INC.	3684865	09/22/2009
CHARTING THE FUTURE OF HEALTHCARE 	EMDS, INC.	3552634	12/30/2008
TASKMAN Taskman	EMDS, INC.	3487308	08/19/2008
MEDICAPAEDIA	EMDS, INC.	3715725	11/24/2009

MEDICAPAEDIA			
E-MDS	EMDS, INC.	2569571	05/14/2002
EVERYCHARGE EVERYCHARGE	EMDS, INC.	2600591	07/30/2002
MDEVERYWHERE MDEVERYWHERE	EMDS, INC.	2592287	07/09/2002
WEB VIEW WEB VIEW	EMDS, INC.	2837783	05/04/2004
APRIMA APRIMA	APRIMA MEDICAL SOFTWARE, INC.	3815647	07/06/2010