

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509591

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VVC Holding Corp.		02/11/2019	Corporation: DELAWARE
athenahealth, Inc.		02/11/2019	Corporation: DELAWARE
Epocrates, LLC		02/11/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	Mail Code: IL1-1145, 10 S. Dearborn, L2
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Serial Number:	86710035	CALIBRATE
Registration Number:	2337375	IDX
Registration Number:	2790242	PATIENT ONLINE
Registration Number:	2571102	PATIENT ONLINE
Serial Number:	87522033	
Registration Number:	5347039	ATHENAINSIGHT
Registration Number:	5233556	UNBREAK HEALTHCARE
Registration Number:	5225716	ATHENAHEALTH
Registration Number:	5142873	LET DOCTORS BE DOCTORS
Registration Number:	4836885	
Registration Number:	4764521	ATHENATEXT
Registration Number:	4814731	ATHENAWELL
Registration Number:	4778180	WE CONNECT CARE
Registration Number:	4153526	ATHENACOORDINATOR
Registration Number:	4903482	WE LET DOCTORS BE DOCTORS
Registration Number:	4417337	ATHENACARE
Registration Number:	4424380	ATHENAONE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3883862	ATHENACOMMUNICATOR
Registration Number:	3862655	ATHENACLINICALS
Registration Number:	3798664	PAYERVIEW
Registration Number:	3792490	ATHENACOLLECTOR
Registration Number:	2737212	ATHENAHEALTH
Registration Number:	2737126	ATHENANET
Registration Number:	4843562	"WE LET DOCTORS BE DOCTORS."
Registration Number:	5559989	E
Registration Number:	4779875	HCPVIEW
Registration Number:	4321487	EPOCRATES
Registration Number:	3016237	EPOCRATES DX
Registration Number:	4183601	ESSENTIALPOINTS
Registration Number:	4292590	ESSENTIALPOINTS
Registration Number:	3748846	ESSENTIALPOINTS
Registration Number:	3600632	INTERACTIONCHECK
Registration Number:	2896170	EPOCRATES MEDTOOLS
Registration Number:	2725382	EPOCRATES RX
Registration Number:	2834923	EPOCRATES HONORS
Registration Number:	2519872	MULTICHECK
Registration Number:	2428388	DOCALERT
Registration Number:	2607893	EPOCRATES
Registration Number:	2613101	EPOCRATES

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Elaine Carrera

SIGNATURE: /Elaine Carrera/

DATE SIGNED: 02/11/2019

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 11, 2019, by VVC Holding Corp., a Delaware corporation ("VVC"), athenahealth, Inc., a Delaware corporation ("Athena"), Epocrates, LLC, a Delaware limited liability company ("Epocrates" and together with VVC and Athena, each a "Grantor" and collectively, the "Grantors"), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS, each Grantor is party to a First Lien Security Agreement dated as of February 11, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Administrative Agent and the other Grantors party thereto pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend credit, and the L/C Issuers to issue Letters of Credit, to the Borrowers, each Grantor hereby agrees with the Administrative 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.

SECTION 1. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any and all Excluded Assets) of each Grantor:

(a) registered United States Trademarks and Trademark applications of the Grantors, including those listed on Schedule I attached hereto and all proceeds and products of the foregoing.

SECTION 2. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference 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 unless the Administrative Agent shall otherwise determine.

SECTION 3. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable

form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 4. 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.

[Signature pages follow.]

VVC HOLDING CORP.

By:  _____

Name: Robert E. Segert
Title: CEO and President

ATHENA HEALTH, INC.

By:  _____

Name: Robert E. Segert
Title: Chief Executive Officer

EPOCRATES, LLC

By: _____

Name: Jessica Collins
Title: Secretary

VVC HOLDING CORP.

By: _____

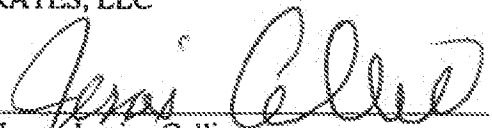
Name: Robert E. Segert
Title: CEO and President

ATHENAHEALTH, INC.

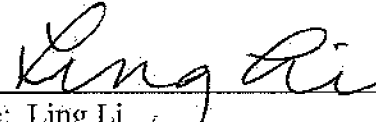
By: _____

Name: Robert E. Segert
Title: Chief Executive Officer

EPOCRATES, LLC

By:  _____
Name: Jessica Collins
Title: Secretary

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: 
Name: Ling Li
Title: Executive Director

[Trademark Security Agreement]

Schedule I
Trademark Registrations and Use Applications

Registration No./Application No.	Mark	Owner
86/710,035	CALIBRATE	VVC Holding Corp.
2,337,375	IDX	VVC Holding Corp.
2,790,242	PATIENT ONLINE	VVC Holding Corp.
2,571,102	PATIENT ONLINE	VVC Holding Corp.
87522033	Three Leaves Design	athenahealth, Inc.
5347039	ATHENAINSIGHT	athenahealth, Inc.
5233556	UNBREAK HEALTHCARE	athenahealth, Inc.
5225716	ATHENAHEALTH	athenahealth, Inc.
5142873	LET DOCTORS BE DOCTORS	athenahealth, Inc.
4836885	Three Leaves Design (current logo)	athenahealth, Inc.
4764521	ATHENATEXT	athenahealth, Inc.
4814731	ATHENAWELL	athenahealth, Inc.
4778180	WE CONNECT CARE	athenahealth, Inc.
4153526	ATHENACOORDINATOR	athenahealth, Inc.
4903482	WE LET DOCTORS BE DOCTORS	athenahealth, Inc.
4417337	ATHENACARE	athenahealth, Inc.
4424380	ATHENAONE	athenahealth, Inc.
3883862	ATHENACOMMUNICATOR	athenahealth, Inc.
3862655	ATHENA CLINICALS	athenahealth, Inc.
3798664	PAYERVIEW	athenahealth, Inc.
3792490	ATHENACOLLECTOR	athenahealth, Inc.
2737212	ATHENAHEALTH	athenahealth, Inc.
2737126	ATHENANET	athenahealth, Inc.
4843562	WE LET DOCTORS BE DOCTORS	athenahealth, Inc.
5559989	E (New Epocrates Icon)	Epocrates, LLC
4779875	HCPVIEW	Epocrates, LLC
4321487	EPOCRATES	Epocrates, LLC
3016237	EPOCRATES DX	Epocrates, LLC
4183601	ESSENTIALPOINTS	Epocrates, LLC
4292590	ESSENTIALPOINTS	Epocrates, LLC
3748846	ESSENTIALPOINTS	Epocrates, LLC
3600632	INTERACTIONCHECK	Epocrates, LLC
2896170	EPOCRATES MEDTOOLS	Epocrates, LLC
2725382	EPOCRATES RX	Epocrates, LLC
2834923	EPOCRATES HONORS	Epocrates, LLC
2519872	MULTICHECK	Epocrates, LLC
2428388	DOCALERT	Epocrates, LLC
2607893	EPOCRATES	Epocrates, LLC
2613101	EPOCRATES	Epocrates, LLC

Trademark Licenses:

None.