

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509695

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second 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

<b>Name:</b>	Ares Capital Corporation
<b>Street Address:</b>	245 Park Avenue, 44th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10167
<b>Entity Type:</b>	Corporation: MARYLAND

## PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
<b>Serial Number:</b>	86710035	CALIBRATE
<b>Registration Number:</b>	2337375	IDX
<b>Registration Number:</b>	2790242	PATIENT ONLINE
<b>Registration Number:</b>	2571102	PATIENT ONLINE
<b>Serial Number:</b>	87522033	
<b>Registration Number:</b>	5347039	ATHENAINSIGHT
<b>Registration Number:</b>	5233556	UNBREAK HEALTHCARE
<b>Registration Number:</b>	5225716	ATHENAHEALTH
<b>Registration Number:</b>	5142873	LET DOCTORS BE DOCTORS
<b>Registration Number:</b>	4836885	
<b>Registration Number:</b>	4764521	ATHENATEXT
<b>Registration Number:</b>	4814731	ATHENAWELL
<b>Registration Number:</b>	4778180	WE CONNECT CARE
<b>Registration Number:</b>	4153526	ATHENACOORDINATOR
<b>Registration Number:</b>	4903482	WE LET DOCTORS BE DOCTORS
<b>Registration Number:</b>	4417337	ATHENACARE
<b>Registration Number:</b>	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: 02/12/2019

**Total Attachments: 8**

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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

- 1. VVC Holding Corp.
- 2. athenahealth, Inc.
- 3. Epocrates, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other 1. Corp.-De; 2. Corp.-DE; 3. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 11, 2019

- Assignment
- Security Agreement
- Other Second Lien Security Agreement
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ares Capital Corporation

Street Address: 245 Park Avenue, 44th Floor

City: New York

State: NY

Country: USA Zip: 10167

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship USA-MD
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Senior Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

39

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Elaine Carrera  
Signature

February 11, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**

Second Lien Trademark Security Agreement, dated as of February 11, 2019 (this “**Trademark Security Agreement**”), by VVC Holding Corp., a Delaware corporation (“**VVC**”), athenahealth, Inc., a Delaware corporation (“**Athena**”), and Epocrates, LLC, a Delaware limited liability company (“**Epocrates**” and together with VVC and Athena, each a “**Grantor**” and collectively, the “**Grantors**”), in favor of ARES CAPITAL CORPORATION, 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 Second 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 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 2. 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:

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 3. 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 4. 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 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.

Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement are expressly subject and subordinate to the liens and security interests granted in favor of the Senior Secured Parties (as defined in the Closing Date Intercreditor Agreement), including liens and security interests granted to the First Lien Administrative Agent pursuant to or in connection with the First Lien Credit Agreement and (ii) the exercise of any right or remedy by the Administrative Agent hereunder is subject to the limitations and provisions of the Closing Date Intercreditor Agreement. In the event of any conflict between the terms of the Closing Date Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Closing Date Intercreditor Agreement shall govern and control.

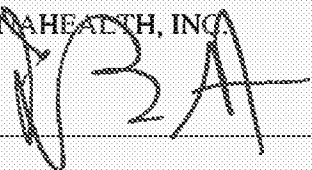
[Signature pages follow.]

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: \_\_\_\_\_

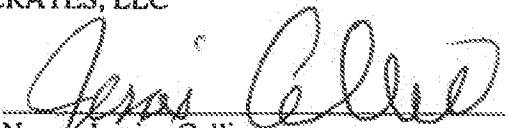
Name: Robert E. Segert  
Title: CEO and President

ATHENAHEALTH, INC.

By: \_\_\_\_\_

Name: Robert E. Segert  
Title: Chief Executive Officer

EPOCRATES, LLC

By:   
Name: Jessica Collins  
Title: Secretary



ARES CAPITAL CORPORATION, as  
Administrative Agent

By: \_\_\_\_\_  
Name: Scott Less  
Title: Authorized Signatory

**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	ATHENACLINICALS	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.