

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM537529

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALLSCRIPTS HEALTHCARE, LLC		08/19/2019	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A., as Administrative Agent		
<b>Street Address:</b>	10 S. Dearborn St.		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5646232	Z	
<b>Registration Number:</b>	5646234	ZAPPRX	
<b>Registration Number:</b>	5646233	ZAPPRX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	6502515123		
<b>Email:</b>	jmull@stblaw.com		
<b>Correspondent Name:</b>	Marissa Lambert		
<b>Address Line 1:</b>	2475 Hanover Street		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	509265/1496		
<b>NAME OF SUBMITTER:</b>	J. Jason Mull		
<b>SIGNATURE:</b>	/J. Jason Mull/		
<b>DATE SIGNED:</b>	08/21/2019		
<b>Total Attachments: 5</b>			
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This **GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS** (“Agreement”), effective as of August 19, 2019 is made by **ALLSCRIPTS HEALTHCARE, LLC**, a North Carolina 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 (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Amended and Restated Credit Agreement, dated as of September 30, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among ALLSCRIPTS HEALTHCARE SOLUTIONS, INC. (the “Parent Borrower”; together with the Grantor and any Additional Borrower, 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)*

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

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

Name: Kevin Marrs  
Title: Vice President

**TRADEMARK**

**REEL: 006725 FRAME: 0552**

*(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 HEALTHCARE, LLC

By: 

Name: Dennis M. Olis

Title: Chief Financial Officer



**SCHEDULE A**

**TRADEMARKS AND PATENTS**

**Patents:**

<b>Title</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Jurisdiction</b>
SYSTEMS AND METHODS FOR GENERATING, MANAGING, AND SHARING DIGITAL SCRIPTS	13/781270	28-FEB-2013	US
SYSTEM AND METHOD FOR FULFILLING PRESCRIPTIONS	61/605500	01-MAR-2012	US
METHODS AND SYSTEMS FOR GENERATING, MANAGING, AND FILLING DIGITAL SCRIPTS	61/693072	24-AUG-2012	US

**Trademarks:**

<b>Trademark</b>	<b>App. No.</b> <b>App. Date</b>	<b>Reg. No.</b> <b>Reg. Date</b>	<b>Jurisdiction</b>
[Z Logo] 	87/435360 05/03/2017	5646232 01/08/2019	United States
ZAPPRX	87/435364 05/03/2017	5646234 01/08/2019	United States
ZAPPRX (Stylized) 	87/435362 05/03/2017	5646233 01/08/2019	United States