

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708481

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ATHENAHEALTH, INC.		02/15/2022	Corporation: DELAWARE
ATHENAHEALTH INTERMEDIATE HOLDINGS LLC		02/15/2022	Limited Liability Company: DELAWARE
VVC HOLDING LLC		02/15/2022	Limited Liability Company: DELAWARE
EPOCRATES, LLC		02/15/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3862655	ATHENA CLINICALS
Registration Number:	3792490	ATHENA COLLECTOR
Registration Number:	3883862	ATHENA COMMUNICATOR
Registration Number:	4153526	ATHENA COORDINATOR
Registration Number:	5225716	ATHENA HEALTH
Registration Number:	2737212	ATHENA HEALTH
Registration Number:	2737126	ATHENA NET
Registration Number:	4424380	ATHENA ONE
Registration Number:	4764521	ATHENA TEXT
Registration Number:	4814731	ATHENA WELL
Registration Number:	4836885	
Registration Number:	4843562	"WE LET DOCTORS BE DOCTORS."
Registration Number:	5347039	ATHENA INSIGHT
Registration Number:	5142873	LET DOCTORS BE DOCTORS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5233556	UNBREAK HEALTHCARE
Registration Number:	4903482	WE LET DOCTORS BE DOCTORS
Registration Number:	2428388	DOCALERT
Registration Number:	5559989	E
Registration Number:	4321487	EPOCRATES
Registration Number:	2613101	EPOCRATES
Registration Number:	2607893	EPOCRATES
Registration Number:	3016237	EPOCRATES DX
Registration Number:	2834923	EPOCRATES HONORS
Registration Number:	2896170	EPOCRATES MEDTOOLS
Registration Number:	2725382	EPOCRATES RX
Registration Number:	4183601	ESSENTIALPOINTS
Registration Number:	3600632	INTERACTIONCHECK
Registration Number:	2519872	MULTICHECK
Registration Number:	2337375	IDX
Registration Number:	2790242	PATIENT ONLINE
Registration Number:	2571102	PATIENT ONLINE
Registration Number:	6148181	VIRENCE
Registration Number:	6148182	VIRENCE HEALTH
Registration Number:	6217250	VIRENCE

CORRESPONDENCE DATA

Fax Number:

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: 8004945225

Email: ipteam@coagencyglobal.com

Correspondent Name: JAY DASILVA

Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1599046 TM
NAME OF SUBMITTER:	Theresa Volano
SIGNATURE:	/Theresa Volano/
DATE SIGNED:	02/15/2022

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 15, 2022, by and among the entities listed on the signature pages hereto (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantors are party to a Security Agreement dated as of February 15, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors 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, the Grantors hereby agree 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. As security for the payment or performance, as the case may be, in full of the Secured Obligations, including the Guaranty (as defined in the Credit Agreement), each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of its right, title and interest in or to any and all the following Article 9 Collateral (excluding any Excluded Assets) of such Grantor:

(a) all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The 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 Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 Collateral Agent shall otherwise determine.

SECTION 4. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such

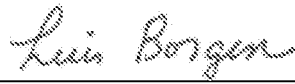
Grantor in writing in recordable form releasing the Lien on and Security Interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts and Electronic Execution. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Trademark Security Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 7. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created under the Security Agreement, and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

**ATHENAHEALTH, INC.
ATHENAHEALTH INTERMEDIATE
HOLDINGS LLC**

By: 
Name: Luis Borgen
Title: Chief Financial Officer and
Treasurer

VVC HOLDING LLC

By: 
Name: Luis Borgen
Title: Treasurer

EPOCRATES, LLC

By: _____
Name: David C. Young
Title: Treasurer

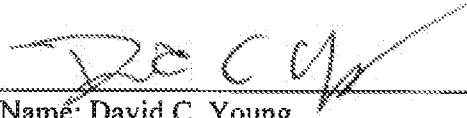
**ATHENAHEALTH, INC.
ATHENAHEALTH INTERMEDIATE
HOLDINGS LLC**

By: _____
Name: Luis Borgen
Title: Chief Financial Officer and
Treasurer

VVC HOLDING LLC

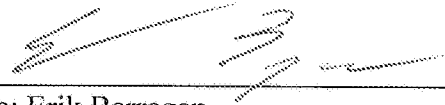
By: _____
Name: Luis Borgen
Title: Treasurer

EPOCRATES, LLC

By:  _____
Name: David C. Young
Title: Treasurer

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

By:



Name: Erik Barragan
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007634 FRAME: 0846

**Schedule I
Trademark Registrations and Applications**

Owner	Juris-diction	Mark	Status	App No.	App. Date	Reg. No.	Reg. Date
athenahealth, Inc.	United States	athenaClinicals	Registered	77798767	8/6/2009	3862655	10/19/2010
athenahealth, Inc.	United States	athenaCollector	Registered	77793514	7/30/2009	3792490	5/25/2010
athenahealth, Inc.	United States	athenaCommunicator	Registered	77793464	7/30/2009	3883862	11/30/2010
athenahealth, Inc.	United States	athenaCoordinator	Registered	85437761	10/3/2011	4153526	6/5/2012
athenahealth, Inc.	United States	ATHENAHEALTH	Registered	86635600	5/20/2015	5225716	6/20/2017
athenahealth, Inc.	United States	ATHENAHEALTH	Registered	75882206	12/28/1999	2737212	7/15/2003
athenahealth, Inc.	United States	ATHENANET	Registered	75782906	8/23/1999	2737126	7/15/2003
athenahealth, Inc.	United States	athenaOne	Registered	85793294	12/3/2012	4424380	10/29/2013
athenahealth, Inc.	United States	athenaText	Registered	86452469	11/12/2014	4764521	6/30/2015
athenahealth, Inc.	United States	athenaWell	Registered	86443774	11/4/2014	4814731	9/15/2015
athenahealth, Inc.	United States	THREE LEAVES DESIGN (Logo)	Registered	86635611	5/20/2015	4836885	10/20/2015
athenahealth, Inc.	United States	"We let Doctors be Doctors."	Registered	85408887	8/27/2011	4843562	11/3/2015
athenahealth, Inc.	United States	ATHENAINSIGHT	Registered	86954571	3/28/2016	5347039	11/28/2017
athenahealth, Inc.	United States	LET DOCTORS BE DOCTORS	Registered	86810406	11/5/2015	5142873	2/14/2017
athenahealth, Inc.	United States	UNBREAK HEALTHCARE	Registered	86963280	4/4/2016	5233556	6/27/2017
athenahealth, Inc.	United States	WE LET DOCTORS BE DOCTORS	Registered	85615129	5/2/2012	4903482	2/23/2016
Epocrates, LLC	United States	DOCALERT	Registered	75914085	2/8/2020	2428388	2/13/2001
Epocrates, LLC	United States	E (Logo)	Registered	87765107	1/22/2018	5559989	9/11/2018
Epocrates, LLC	United States	EPOCRATES	Registered	85272797	3/21/2011	4321487	4/16/2013
Epocrates, LLC	United States	EPOCRATES	Registered	75803353	9/20/1999	2613101	8/27/2002
Epocrates, LLC	United States	EPOCRATES	Registered	75804459	9/20/1999	2607893	8/13/2002
Epocrates, LLC	United States	EPOCRATES DX	Registered	78353314	1/16/2004	3016237	11/15/2005
Epocrates, LLC	United States	EPOCRATES HONORS	Registered	76251045	5/2/2001	2834923	4/20/2004

Owner	Juris-diction	Mark	Status	App No.	App. Date	Reg. No.	Reg. Date
Epocrates, LLC	United States	EPOCRATES MEDTOOLS	Registered	76400640	4/25/2002	2896170	10/19/2004
Epocrates, LLC	United States	EPOCRATES RX	Registered	76273260	6/18/2001	2725382	6/10/2003
Epocrates, LLC	United States	ESSENTIALPOINTS	Registered	77735313	5/12/2009	4183601	7/31/2012
Epocrates, LLC	United States	INTERACTIONCHEC K	Registered	77582123	9/30/2008	3600632	3/31/2009
Epocrates, LLC	United States	MULTICHECK	Registered	76196565	1/17/2001	2519872	12/18/2001
VVC Holding Corp.	United States	IDX	Registered	75497551	6/5/1998	2337375	4/4/2000
VVC Holding Corp.	United States	PATIENT ONLINE	Registered	76324169	10/11/2001	2790242	12/9/2003
VVC Holding Corp.	United States	PATIENT ONLINE	Registered	76162245	11/6/2000	2571102	5/21/2002
athenahealth Intermediate Holdings LLC	United States	VIRENCE	Registered	88151011	10/11/2018	6148181	9/8/2020
athenahealth Intermediate Holdings LLC	United States	VIRENCE HEALTH	Registered	88151560	10/11/2018	6148182	9/8/2020
athenahealth Intermediate Holdings LLC	United States	VIRENCE	Registered	88151008	10/11/2018	6217250	12/8/2020