

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM853398

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NXGN Management, LLC		11/09/2023	Limited Liability Company: CALIFORNIA
NextGen Healthcare, Inc.		11/09/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Barings Finance LLC, as Collateral Agent		
Street Address:	300 S. Tryon Street, Suite 2500		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6827846	NEXTGEN HEALTHCARE	
Registration Number:	5784672	TOPAZ INFORMATION SOLUTIONS	
Registration Number:	6153616	BELIEVE IN BETTER	
Registration Number:	6707573	NEXTGEN	
Registration Number:	5588677	TOPAZ INFORMATION	
Registration Number:	5588678	TOPAZ INFORMATION SOLUTIONS	
Registration Number:	5893972	NEXTGEN	
Registration Number:	4876939	MIRTH	
Registration Number:	4928360	NEXTGEN CARE	
Registration Number:	4657562	NEXTPEN	
Serial Number:	97456478	NEXTGEN DIGITAL DOCUMENTATION	
Serial Number:	90398905	NEXTGEN	
Serial Number:	88849101	NEXTGEN VIRTUAL VISITS	
Registration Number:	6488850	NEXTGEN HEALTHCARE	
Registration Number:	4212719	NEXTGEN	
Registration Number:	3987406	YOURHEALTHFILE	
Registration Number:	3728078	TSI HEALTHCARE	
Registration Number:	3089524	NEXTGEN	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3066909	ELECTRONIC EOB
Registration Number:	2896699	HELPING PHYSICIANS AND COMPUTERS WORK BE
Registration Number:	2509799	MEDFUSION

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: 2136207848
Email: iprecordations@whitecase.com
Correspondent Name: Justine Lu/White & Case LLP
Address Line 1: 555 South Flower Street, Suite 2700
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	1903640-0002-S216
NAME OF SUBMITTER:	Justine Lu
SIGNATURE:	/Justine Lu/
DATE SIGNED:	11/14/2023

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of November 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by **NXGN MANAGEMENT, LLC** and **NEXTGEN HEALTHCARE, INC.** (each, a “**Grantor**” and collectively, the “**Grantors**”) in favor of Barings Finance LLC, as Collateral Agent for the Secured Parties.

PRELIMINARY STATEMENTS

WHEREAS, **NXGN MANAGEMENT LLC**, a California limited liability company, NextGen Healthcare, Inc, a Delaware corporation and certain other Grantors are party to the Security Agreement, dated as of November 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent, pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 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

SECTION 2.1 As security for the payment in full when due (whether at the stated maturity, by acceleration or otherwise) and performance of the Secured Obligations, including the Guaranteed Obligations, each Grantor hereby pledges to the Collateral Agent for the benefit of the Secured Parties, and hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties (other than Excluded Assets) now owned or at any time hereafter owned or acquired by such Grantor or in which such Grantor at any time in the future may own or acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

(i) (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names and other source or business identifiers, now existing or hereafter owned, adopted or acquired, all registrations and recordings thereof, and all registration applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any state of the United States or any political subdivision thereof, and all extensions or renewals thereof, as well as any unregistered trademarks and service marks used by a Grantor including any of the foregoing listed in Schedule A; and (b) all goodwill arising from the use of and symbolized thereby; and

(ii) (a) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or other violations thereof, (b) all rights to sue for past, present and future infringements, dilutions and other violations thereof, and (c) all other rights priorities and privileges accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto and acceptance thereof by the USPTO, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of or void any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties 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 Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. GOVERNING LAW. SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT IS HEREBY INCORPORATED BY REFERENCE, MUTATIS MUTANDIS.

SECTION 5. COUNTERPARTS. This 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. Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and such other Loan Document.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NXGN MANAGEMENT, LLC



By: _____

Name: A.J. Rohde

Title: President, Chief Financial Officer and Secretary

NEXTGEN HEALTHCARE, INC.

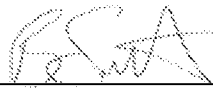


By: _____

Name: A.J. Rohde

Title: President, Chief Financial Officer and Secretary

BARINGS FINANCE LLC, as Collateral Agent

By:  _____

Name: Brady Sutton

Title: Managing Director

[Signature Page to Trademark Security Agreement]

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Owner	Mark	Application No.	Filing Date	Registration No.	Registration Date
NXGN MANAGEMENT, LLC	NEXTGEN DIGITAL DOCUMENTATION Cross References: NEXT GEN DIGITAL DOCUMENTATION NextGen Digital Documentation	App 97456478	App 14-JUN-2022	N/A	N/A
NXGN MANAGEMENT, LLC	NEXTGEN Cross References: NEXT GEN NEXTGEN	App 90398905	App 21-DEC-2020	N/A	N/A
NXGN MANAGEMENT, LLC	NEXTGEN VIRTUAL VISITS NextGen Virtual Visits	App 88849101	App 26-MAR-2020	N/A	N/A
NXGN MANAGEMENT, LLC	NEXTGEN HEALTHCARE Cross References: NEXTGEN HEALTH CARE 	App 87743315	App 04-JAN-2018	Reg 6827846	Reg 23-AUG-2022
NXGN MANAGEMENT, LLC	TOPAZ INFORMATION SOLUTIONS 	App 87709836	App 06-DEC-2017	Reg 5784672	Reg 25-JUN-2019

TRADEMARK REGISTRATIONS AND APPLICATIONS

NXGN MANAGEMENT, LLC	BELIEVE IN BETTER BELIEVE IN BETTER	App 87613420	App 19-SEP-2017	Reg 6153616	Reg 15-SEP-2020
NXGN MANAGEMENT, LLC	NEXTGEN Cross References: NEXT GEN NEXTGEN	App 87380185	App 21-MAR-2017	Reg 6707573	Reg 19-APR-2022
NXGN MANAGEMENT, LLC	TOPAZ INFORMATION Topaz Information	App 87337675	App 15-FEB-2017	Reg 5588677	Reg 23-OCT-2018
NXGN MANAGEMENT, LLC	TOPAZ INFORMATION SOLUTIONS Topaz Information Solutions	App 87337679	App 15-FEB-2017	Reg 5588678	Reg 23-OCT-2018
NXGN MANAGEMENT, LLC	NEXTGEN NEXTGEN	App 86699627	App 21-JUL-2015	Reg 5893972	Reg 29-OCT-2019
NXGN MANAGEMENT, LLC	MIRTH MIRTH	App 86521736	App 02-FEB-2015	Reg 4876939	Reg 29-DEC-2015
NXGN MANAGEMENT, LLC	NEXTGEN CARE Cross References: NEXT GEN CARE NextGen Care	App 86395531	App 15-SEP-2014	Reg 4928360	Reg 29-MAR-2016
NXGN MANAGEMENT, LLC	NEXTPEN Cross References: NEXT PEN NEXTPEN	App 86126066	App 21-NOV-2013	Reg 4657562	Reg 16-DEC-2014

TRADEMARK REGISTRATIONS AND APPLICATIONS

NXGN MANAGEMENT, LLC	NEXTGEN HEALTHCARE Cross References: NEXTGEN HEALTH CARE NEXTGEN HEALTHCARE	App 85737392	App 25-SEP-2012	Reg 6488850	Reg 21-SEP-2021
NXGN MANAGEMENT, LLC	NEXTGEN NEXTGEN	App 85414006	App 02-SEP-2011	Reg 4212719	Reg 25-SEP-2012
NXGN MANAGEMENT, LLC	YOURHEALTHF ILE Cross References: YOUR HEALTH FILE YOURHEALTHFILE	App 85116558	App 26-AUG-2010	Reg 3987406	Reg 28-JUN-2011
NXGN MANAGEMENT, LLC	TSI HEALTHCARE Cross References: TSI HEALTH CARE TSI Healthcare	App 77744367	App 26-MAY-2009	Reg 3728078	Reg 22-DEC-2009
NXGN MANAGEMENT, LLC	NEXTGEN NEXTGEN	App 78472826	App 24-AUG-2004	Reg 3089524	Reg 09-MAY-2006
NXGN MANAGEMENT, LLC	ELECTRONIC EOB ELECTRONIC EOB	App 78331605	App 21-NOV-2003	Reg 3066909	Reg 07-MAR-2006

TRADEMARK REGISTRATIONS AND APPLICATIONS

NXGN MANAGEMENT, LLC	HELPING PHYSICIANS AND COMPUTERS WORK BETTER TOGETHER	App 76507272	App 15-APR-2003	Reg 2896699	Reg 26-OCT-2004
NXGN MANAGEMENT, LLC	MEDFUSION	App 76176302	App 06-DEC-2000	Reg 2509799	Reg 20-NOV-2001
NEXTGEN HEALTHCARE, INC.	NXGN	N/A	N/A	State - Hawaii Reg 4262072	Reg 11-MAR-2022