

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367875

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthfusion, Inc.		01/04/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 SOUTH DEARBORN		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4088091	MEDIDRAW	
Registration Number:	4126939	PURE CLOUD	
Registration Number:	3987406	YOURHEALTHFILE	
Registration Number:	4039559	MEANINGFUL USE REPORT CARD	
Registration Number:	3942326	CLAIMS ANGEL	
Registration Number:	3929848	THE EHR THAT THINKS LIKE A DOCTOR	
Registration Number:	3932320	STIMULUS READY	
Registration Number:	3821412	MEDITOUCH EHR	
Registration Number:	3782450	MEDITOUCH	
Registration Number:	3908498	CHANCELLOR	
Registration Number:	3706627	HEALTHFUSION	
Registration Number:	3598022	CLAIMSTAR	
Registration Number:	3600547	CLAIM REJECTIONS	
Registration Number:	3517284	DENIAL DEFENDER	
Registration Number:	3438641	ELECTRONIC COB	
Registration Number:	3376689	ELECTRONIC SECONDARY CLAIM	
Registration Number:	3268065	FUSING HEALTHCARE AND TECHNOLOGY	
Registration Number:	3066909	ELECTRONIC EOB	
Registration Number:	2663616	HEALTHFUSION	

CH \$490.00 4088091

CORRESPONDENCE DATA**Fax Number:** 2149813400*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:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2001 Ross Avenue, Suite 3600**Address Line 4:** Dallas, TEXAS 75201**ATTORNEY DOCKET NUMBER:** 36084-39840**NAME OF SUBMITTER:** Dusan Clark**SIGNATURE:** /Dusan Clark/**DATE SIGNED:** 01/04/2016**Total Attachments: 5**

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of January 4, 2016 by and from HEALTHFUSION, INC., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below).

WHEREAS, Quality Systems, Inc., a California corporation (the "Borrower"), the Lenders and Grantee have entered into a Credit Agreement dated January 4, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the other Loan Parties have entered into a Pledge and Security Agreement dated January 4, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meanings given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations that have not yet arisen), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing or otherwise, releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

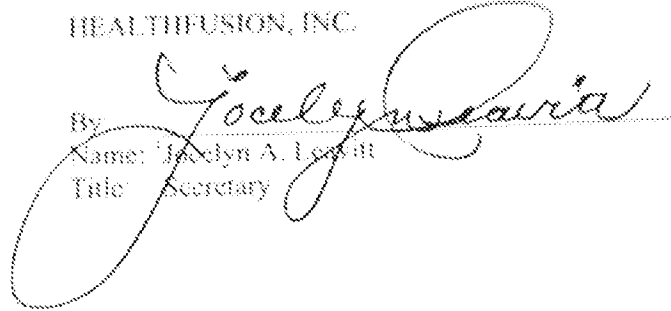
IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest in United States Trademarks effective as of the date first written above.

HEALTHFUSION, INC.

By

Name: Jocelyn A. Lewis

Title: Secretary

A large, stylized handwritten signature in cursive script, which appears to read "Jocelyn Lewis". The signature is written over a dotted line that serves as a baseline for the signature text.

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Mark	Registration No.	Registration Date	Serial No.	Application Date	Owner
Medidraw	4088091	1.17.2012	85387383	8.2.2011	Healthfusion, Inc.
Pure Cloud	4126939	4.10.2012	85343616	6.10.2011	Healthfusion, Inc.
Yourhealthfile	3987406	6.28.2011	85116558	8.26.2010	Healthfusion, Inc.
Meaningful Use Report Card	4039559	10.11.2011	85106496	8.12.2010	Healthfusion, Inc.
Claims Angel	3942326	4.5.2011	85975093	5.12.2010	Healthfusion, Inc.
The EHR That Thinks like a Doctor	3929848	3.8.2011	77902270	3.8.2011	Healthfusion, Inc.
Stimulus Ready	3932320	3.15.2011	77901461	12.28.2009	Healthfusion, Inc.
Meditouch EMR	3821412	7.20.2010	77888459	12.8.2009	Healthfusion, Inc.
Meditouch	3782450	4.27.2010	77671969	2.17.2009	Healthfusion, Inc.
Chancellor	3908498	1.18.2011	77620702	11.24.2008	Healthfusion, Inc.
Healthfusion	3706627	11.3.2009	77559426	8.29.2008	Healthfusion, Inc.
Claimstar	3598022	3.31.2009	77550326	8.19.2008	Healthfusion, Inc.
Claim Rejections	3600547	3.31.2009	77453838	4.21.2008	Healthfusion, Inc.
Denial Defender	3517284	10.14.2008	77158512	4.17.2007	Healthfusion, Inc.
Electronic Cob	3438641	5.27.2008	78946665	8.7.2006	Healthfusion, Inc.
Electronic Secondary Claim	3376689	1.29.2008	78919063	6.28.2006	Healthfusion, Inc.

Mark	Registration No.	Registration Date	Serial No.	Application Date	Owner
Fusing Healthcare and Technology	3268065	7.24.2007	78917194	6.26.2006	Healthfusion, Inc.
Electronic EOB	3066909	3.7.2006	78331605	11.21.2003	Healthfusion, Inc.
Healthfusion	2663616	12.17.2002	75666415	3.23.1999	Healthfusion, Inc.