

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3512709

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
ADP ADVANCEDMD, INC.	09/02/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION
<b>Street Address:</b>	500 FIRST AVENUE
<b>Internal Address:</b>	COMMERCIAL LOAN SERVICE CENTER/DCC
<b>City:</b>	PITTSBURGH
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15219
<b>PROPERTY NUMBERS Total: 5</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	13833465
Application Number:	13834933
Application Number:	29449590
Application Number:	14216734
Application Number:	14216977
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(215)832-5619
<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>	215-569-5619
<b>Email:</b>	pecsenye@blankrome.com
<b>Correspondent Name:</b>	TIMOTHY D. PECSENYE
<b>Address Line 1:</b>	BLANK ROME LLP
<b>Address Line 2:</b>	ONE LOGAN SQUARE, 8TH FLOOR
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103-6998
<b>ATTORNEY DOCKET NUMBER:</b>	074658-15066
<b>NAME OF SUBMITTER:</b>	TIMOTHY D. PECSENYE
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	09/03/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	

PATENT

**Total Attachments: 5**

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**SECURITY AGREEMENT**

**(PATENTS)**

September 2, 2015

WHEREAS, ADP ADVANCEDMD, INC., a Delaware corporation (the "Grantor"), has adopted, used and is using the patents and patent applications listed opposite Grantor's name on the annexed Schedule 1, annexed hereto as part hereof, which patents and patent applications are owned or registered in the United States Patent and Trademark Office (the "Patents");

WHEREAS, Grantor is obligated to PNC BANK, NATIONAL ASSOCIATION, as agent for the below-defined Lenders ("Grantee"), and the other Secured Parties, as defined in the Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof (the "Loan Agreement"), by and among MEP AMD MIDCO, INC., a Delaware corporation ("Holdings"), MEP AMD ACQUISITIONCO, INC., a Delaware corporation ("AcquisitionCo"), upon the consummation of the Closing Date Transaction (as defined in the Loan Agreement), ADP ADVANCEDMD HOLDING, INC., a Delaware corporation ("AdvancedMD Holding"), Grantor, PRACTICEONE, LLC, a Delaware limited liability company ("PracticeOne" and together with AcquisitionCo, AdvancedMD Holding, Grantor and each other Person from time to time joined as a party thereto as a borrower, collectively, the "Borrowers" and each a "Borrower"), the Persons which are now or which hereafter become a lender thereunder (collectively, the "Lenders" and each individually a "Lender"), and Grantee for the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, pursuant to the Loan Agreement, Grantor has granted to Grantee a security interest in all right, title and interest of Grantor in and to its general intangibles, including, without limitation, the Patents (the "Collateral"), to secure the payment, performance and observance of the Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is PNC Bank, National Association, 2 North Lake Avenue, Suite 440, Pasadena, CA 91101, Attn: Michael McNeirney.

THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER ARISING UNDER CONTRACT LAW, TORT LAW OR OTHERWISE) SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL

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OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY AND  
CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Signature Page to Security Agreement (Patents)

**PATENT**  
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IN WITNESS WHEREOF, Grantor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

After giving effect to the Closing Date Transaction (as defined in the Loan Agreement):

**ADP ADVANCEDMD, INC.,**  
a Delaware corporation


By: 

Jeffrey Carnes  
Vice President

[SIGNATURE PAGE TO PATENT SECURITY AGREEMENT (PNC-AMD)]

Accepted and agreed to  
as of the date first above written:

**PNC BANK, NATIONAL ASSOCIATION**

By:   
George Mansour III  
Senior Vice President

[SIGNATURE PAGE TO FEE LETTER (PNC-AMD)]

**PATENT**  
**REEL: 036490 FRAME: 0110**

**SCHEDULE I TO SECURITY AGREEMENT**

**PATENTS**

<b>Title</b>	<b>Country</b>	<b>App. No.</b>	<b>Filing Date</b>
MOBILE PHYSICIAN CHARGE CAPTURE APPLICATION	U.S.	13/833465	3/15/2013
ENHANCED ELECTRONIC HEALTH RECORD GRAPHICAL USER INTERFACE SYSTEM	U.S.	13/834933	3/15/2013
ENHANCED ELECTRONIC HEALTH RECORD GRAPHICAL USER INTERFACE SYSTEM	U.S.	29/449590	3/15/2013
ENHANCED ELECTRONIC HEALTH RECORD SYSTEM	U.S.	14/216734	3/17/2014
HEALTHCARE CLAIM EDITING SYSTEM, METHOD, AND APPARATUS	U.S.	14/216977	3/17/2014

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