# 504637923 11/10/2017 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT4684641

SUBMISSION TYPE:	ION TYPE: NEW ASSIGNMENT		
NATURE OF CONVEY	ANCE:	SECURITY INTEREST	
CONVEYING PARTY	DATA		
		Name	Execution Date
ALLSCRIPTS SOFTW	/ARE, LLC		10/02/2017
		N CHASE BANK, N.A., AS ADMINIS	STRATIVE AGENT
RECEIVING PARTY I Name:		N CHASE BANK, N.A., AS ADMINIS	STRATIVE AGENT
			STRATIVE AGENT
	JPMORGA	RBORN	STRATIVE AGENT
Name: Street Address:	JPMORGA 10 S. DEAF	RBORN	STRATIVE AGENT
Name: Street Address: Internal Address:	JPMORGA 10 S. DEAF 7TH FLOO	RBORN	STRATIVE AGENT

Property Type	Number
Patent Number:	7962899
Patent Number:	8176467
Patent Number:	8689008
Application Number:	14586750
Application Number:	14586770
Application Number:	14586787
Application Number:	14586799
Application Number:	14586817
Application Number:	14586827
Application Number:	14586841
Application Number:	13659863
Application Number:	13945853
Application Number:	13753092
Application Number:	13773503

#### CORRESPONDENCE DATA

Fax Number:

(650)251-5002

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: (650) 251-5123

Email: Correspondent Name: Address Line 1: Address Line 4:	jmull@stblaw.com MARISSA LAMBERT 2475 HANOVER STREET PA, CALIFORNIA 94304		
ATTORNEY DOCKET NUMBER:		509265/1496	
NAME OF SUBMITTER:		J. JASON MULL	
SIGNATURE:		/J. Jason Mull/	
DATE SIGNED:		11/10/2017	
Total Attachments: 6 source=NantAllscripts IP Security Agreement (Executed) (#2)#page1.tif source=NantAllscripts IP Security Agreement (Executed) (#2)#page2.tif source=NantAllscripts IP Security Agreement (Executed) (#2)#page3.tif source=NantAllscripts IP Security Agreement (Executed) (#2)#page4.tif source=NantAllscripts IP Security Agreement (Executed) (#2)#page5.tif source=NantAllscripts IP Security Agreement (Executed) (#2)#page6.tif			

This **GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS** ("<u>Agreement</u>"), effective as of October 2, 2017 is made by **Allscripts Software, LLC**, a Delaware limited liability company located at 222 Merchandise Mart Plaza, Suite 2024, Chicago, Illinois 60654 (the "<u>Grantor</u>"), in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "<u>Administrative Agent</u>") for the banks and other financial institutions or entities (the "<u>Lenders</u>") from time to time parties to the Credit Agreement, dated as of June 28, 2013 (as amended, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), among Allscripts Healthcare Solutions, Inc. (the "<u>Parent Borrower</u>"), Allscripts Healthcare, LLC, a North Carolina limited liability company (the "<u>Co-Borrower</u>" and together with the Borrower and any Additional Borrower that becomes a party hereto, the "<u>Borrowers</u>" and each a "<u>Borrower</u>"), 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. <u>Definitions</u>. 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. <u>Grant of Security Interest</u>. 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 <u>Schedule A</u> hereto) (collectively, the "<u>Collateral</u>"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. <u>Purpose</u>. 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

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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. <u>Acknowledgment</u>. 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. <u>Counterparts</u>. 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)

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 Software, LLC** 

By: \_\_\_\_\_ Name: Richard J. Poulton

Name: Richaffd J. Poulton Title: President

(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: Keen La – Title: Mesident

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## SCHEDULE A

#### TRADEMARKS

Country	Trademark	Application Number	Filing Date	Reg. No.	Reg. Date
CN	CAREFX	9850518	8/16/2011	9850518	10/21/2012
CN	CAREFX	9850519	8/16/2011	9850519	10/21/2012
US	CAREFX	76/421736	6/17/2002	2788221	12/2/2003
EM	CAREFX	3356151	9/17/2003	3356151	4/6/2005
US	FUSIONFX	78/613653	4/21/2005	3079634	4/11/2006
US	HEALTH NOTEBOOK	87/036929	5/13/2016		
US	PEAKE HEALTHCARE INNOVATIONS	85/423217	9/15/2011	4273039	1/8/2013

### PATENTS

Title	Patent Status	Filing Date	Grant/ Application Number	Grant Date
System for Monitoring a Target Application and Method Thereof	GRANTED	12/1/06	US7962899	6/14/11
Computer Program Generation System and Method Thereof	GRANTED	7/25/06	US8176467	5/8/12
Operating System	GRANTED	8/5/09	US8689008	4/1/14
System and Method for Visualizing Patient Treatment Measures in a Network Environment (Taiwan)				

	Patent		Grant/ Application	Grant
Title	Status	Filing Date	Number	Date
Operating System	PENDING	12/30/14	14/586750	
	TENDING	12/50/11	1 1/300/30	
Operating System	PENDING	12/30/14	14/586770	
Operating System	PENDING	12/30/14	14/586787	
Operating System	PENDING	12/30/14	14/586799	
Operating System	PENDING	12/30/14	14/586817	
Operating System	PENDING	12/30/14	14/586827	
Operating System	PENDING	12/30/14	14/586841	
System and Method for a				
Healthcare Monitoring				
Framework in a Network				
Environment	PENDING		13/659863	
System and Method for				
Optimizing Clinical Flow				
and Operational Efficiencies				
in a Network Environment	PENDING		13/945853	
System and Method for				
Visualizing Patient				
Treatment History in a				
Network Environment	PENDING		13/753092	
System and Method for				
Visualizing Patient				
Treatment Measures in a				
Network Environment	PENDING		13/773503	

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RECORDED: 11/10/2017