

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quality Systems, Inc.		04/01/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	QSI Management, LLC
Street Address:	18111 Von Karman Avenue, Suite 700
City:	Irvine
State/Country:	CALIFORNIA
Postal Code:	92612
Entity Type:	LIMITED LIABILITY COMPANY: CALIFORNIA

PROPERTY NUMBERS Total: 16		
Property Type	Number	Word Mark
Serial Number:	85496546	SAFEGUARD
Registration Number:	3089524	NEXTGEN
Registration Number:	2491438	NEXTMD
Registration Number:	2843417	SAPPHIRE
Registration Number:	3112535	SAPPHIRE
Registration Number:	2563711	INTRANEXUS
Registration Number:	2813573	INTRANEXUS
Registration Number:	3720822	HERE. THERE. ANYWHERE.
Serial Number:	85283351	CARE TRACKER ENTERPRISE
Registration Number:	2820651	A HIGHER IQ FOR HEALTHCARE IT
Serial Number:	85043241	NEXTDDS
Registration Number:	4113033	NEXTPEN
Serial Number:	85406242	NEXTGEN FINANCIAL INSIGHT
Serial Number:	85406223	NEXTGEN

CH \$415.00 85496546

Serial Number:	85591198	QSI
Serial Number:	85414006	NEXTGEN

CORRESPONDENCE DATA

Fax Number: 215255311
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 215-965-1390
Email: usptotm@panitchlaw.com
Correspondent Name: Michael J. Leonard
Address Line 1: 2005 Market Street, Suite 2200
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	688290.0028
NAME OF SUBMITTER:	Michael J. Leonard
Signature:	/michael leonard/
Date:	06/19/2012

Total Attachments: 4
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ASSET ASSIGNMENT AGREEMENT

This Asset Assignment Agreement (this "Asset Assignment") dated as of April 1, 2012, is by and between Quality Systems, Inc., a California corporation ("Assignor"), and QSI Management, LLC, a California limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are affiliates of each other, with QSI Management, LLC being a wholly owned subsidiary of Quality Systems, Inc.;

WHEREAS, Assignor has agreed to assign certain personal property and intellectual property to Assignee in order to centralize the personal property and intellectual property and the personal property and intellectual property development efforts of Assignor;

WHEREAS, Assignee shall provide certain software and other intellectual property to Assignor based on intercompany product sale agreement (the "Intercompany Product Sale Agreement") to be entered into concurrently herewith.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Asset Assignment and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties, intending to be legally bound, agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts the assignment and transfer from Assignor, of all of Assignor's rights, title, and interest in and to the personal property and intellectual property listed on Schedule A hereto (the "Assigned Property"), together with (a) the registrations of and applications therefor, as applicable, (b) all reissues, divisions, continuations, continuations in part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of Assignor accruing thereunder or pertaining thereto, (c) the goodwill of the business of Assignor associated with the use of the Assigned Property that are trademarks, (d) all associated trade secrets and know-how, and (e) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Assigned Property or the registrations thereof or such associated goodwill.

2. Cooperation; Further Assurances. Assignor hereby covenants and agrees to cooperate with Assignee to enable Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and foreign countries in and to the Assigned Property, including, but not limited to, cooperation and assistance at Assignee's request: (a) in the preparation and prosecution of any application related to the Assigned Property; (b) in the prosecution or defense of any interference, infringement or other proceedings that may arise in connection with the Assigned Property; (c) in furtherance of the transfer, implementation or

perfection of the Assigned Property transferred by this Asset Assignment; and (d) in any action otherwise required to effectuate the purposes and intent of the transactions contemplated by this Asset Assignment.

3. Governing Law. The internal law, without regard to conflicts of laws principles, of the State of California will govern all questions concerning the construction, validity and interpretation of this Asset Assignment and the performance of the obligations imposed by this Asset Assignment.

4. Assignment. This Asset Assignment shall inure to benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

5. Entire Agreement. This Asset Assignment and the Intercompany Product Sale Agreement contain the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merge and supersede all prior and contemporaneous discussions, agreements and understandings of every nature between the parties hereto relating to the subject matter hereof.

6. Amendment. This Asset Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

7. Counterparts. This Asset Assignment may be executed in any number of original counterparts, all of which evidence only one agreement and only one full and complete copy of which need be produced for any purpose. A facsimile or copy of a signature will have the same legal effect as an originally drawn signature.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Asset Assignment to be executed by as of the date first written above.

ASSIGNOR:

QUALITY SYSTEMS, INC.,
a California corporation

By: 

Name: James J. Sullivan

Its: Executive Vice President, General Counsel
and Secretary

ASSIGNEE:

QSI MANAGEMENT, LLC,
a California limited liability company

By: 

Name: James J. Sullivan

Its: Secretary

Schedule A
Assigned Property
Trademarks

Country	Trademark	Registration/Serial No.
United States	SAFEGUARD	85-496,546
United States	NEXTGEN	3,089,524
United States	NEXTGEN	85-414,006
United States	NEXTMD	2,491,438
United States	SAPPHIRE	2,843,417
United States	SAPPHIRE	3,112,535
United States	INTRANEXUS	2,563,711
United States	INTRANEXUS	2,813,573
United States	HERE. THERE. ANYWHERE.	3,720,822
United States	CARE TRACKER ENTERPRISE	85-283,351
United States	A HIGHER IQ FOR HEALTHCARE IT	2,820,651
United States	NEXTDDS	85-043,241
United States	NEXTPEN	4,113,033
United States	NEXTGEN FINANCIAL INSIGHT	85-406,242
United States	NEXTGEN	85-406,223
United States	QSI	85-591198
Canada	NEXTGEN	TMA711191
Canada	NEXTMD	TMA738069
European Union	NEXTDDS	9518523
European Union	NEXTPEN	10275014
India	NEXTDDS	2053558
India	NEXTGEN	1360439
India	NEXTMD	647477
India	QSI HEALTHCARE	
India	QSI HEALTHCARE	
Saudi Arabia	NEXTGEN	899/11
Saudi Arabia	NEXTMD	900/22
WIPO (Intl. Reg.)	NEXTGEN	864765
WIPO (Intl. Reg.)	NEXTMD	860662