

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ETRANSMEDIA TECHNOLOGY, INC.		12/11/2012	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP
Street Address:	419 Park Avenue South
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	PRAESIDIAN CAPITAL OPPORTUNITY FUND III-A, LP
Street Address:	419 Park Avenue South
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	77780845	ETRANSMEDIA TECHNOLOGY
Serial Number:	85360159	CONNECT2CARE
Serial Number:	85351835	ETRANSCONNECT

CORRESPONDENCE DATA

Fax Number: 2127358708
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 212 735-8741

900242988

**TRADEMARK
 REEL: 004934 FRAME: 0464**

CH \$90.00 77780845

Email: msegui@morrisoncohen.com
Correspondent Name: Joshua Saidlower, Esq.
Address Line 1: 909 Third Avenue, 27th Floor
Address Line 2: c/o Morrison Cohen LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	020767-0017(JSAIDLOWER)
NAME OF SUBMITTER:	Joshua Saidlower
Signature:	/JOSHUA SAIDLOWER/
Date:	01/03/2013

Total Attachments: 21

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") made as of December 11, 2012, by ETRANSMEDIA TECHNOLOGY, INC., a New York corporation ("Borrower") and each direct and indirect subsidiary of Borrower listed on the signature page hereto (together with Borrower, each a "Grantor," and collectively, "Grantors"), in favor of PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP, a Delaware limited partnership ("Fund III"), and PRAESIDIAN CAPITAL OPPORTUNITY FUND III-A, LP, a Delaware limited partnership ("Fund III-A") and together with Fund III, collectively, "Lenders"):

WITNESSETH

WHEREAS, Grantors and Lenders are parties to that certain Securities Purchase Agreement and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Purchase Agreement"), providing for the purchase of certain Notes and Warrants from Borrower;

WHEREAS, each Grantor has granted to Lenders a security interest in substantially all of the assets of such Grantor including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by such Grantor's trademarks and all products and proceeds thereof, to secure the prompt payment and performance of the Obligations owing by such Grantor under the Purchase Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Incorporation of Purchase Agreement. The Purchase Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Lenders shall be in addition to any rights and remedies granted under the Purchase Agreement, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks (as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks) in accordance with the terms of the Purchase Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Purchase Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance of the Obligations, Grantor hereby grants to Lenders, and hereby reaffirms its prior grant pursuant to the Purchase Agreement, of a continuing security

interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark listed on Schedule I annexed hereto (such trademarks referred to as the "Trademarks"), together with any additions thereto, reissues, continuations or extensions thereof, and all registrations and trademark applications therefor, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim of Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants.

(i) Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks without prior written consent of Lenders, except as otherwise permitted under the Purchase Agreement.

(ii) Grantor agrees to disclose to Lenders, on a semi-annual basis, all (i) previously filed trademark applications for which Grantor received notice of approval, together with the registration numbers for any and all such approved trademarks, and (ii) new applications for trademarks filed by Grantor, in each case since the last Compliance Certificate provided by Grantor.

4. Power of Attorney. Upon the occurrence of an Event of Default under the Purchase Agreement which has not been waived in writing by the Lenders, Grantor hereby covenants and agrees that Lenders, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Delaware, may take such action permitted under the Purchase Agreement, in its exclusive discretion, to foreclose upon the Trademarks covered hereby. Upon the occurrence of an Event of Default that has not been waived in writing by Lenders, Grantor hereby authorizes and empowers Lenders, their successors and assigns, and any officer or agent of Lenders as Lenders may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lenders, to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement and the Purchase Agreement and until all of the Obligations are indefeasibly paid and satisfied in full.


5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by either party hereto with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the County of New York, State of New York, United States of America, and, by execution and delivery of this Agreement, each party hereto accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made in the manner set forth in the Purchase Agreement. Each party hereto waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Each party hereto waives the right to remove any judicial proceeding brought against either party in any state court to any federal court. Any judicial proceeding by either party hereto involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in the federal court for the Southern District of New York or state court located in the County of New York, State of New York.

6. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Lenders.

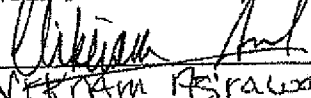
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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

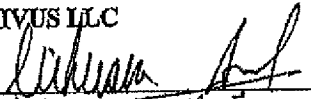
ETRANSMEDIA TECHNOLOGY, INC.

By: 
Name: VIKRAM Agrawal
Title: President & CEO


ADVANCED MED BILLING, LLC

By: 
Name: VIKRAM Agrawal
Title: MANAGER

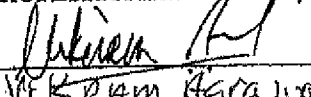
ARCHIVUS LLC

By: 
Name: VIKRAM Agrawal
Title: MANAGER

MID ISLAND TRANSCRIPTION, LLC

By: 
Name: VIKRAM Agrawal
Title: MANAGER

NSW PROFESSIONAL BILLING, LLC

By: 
Name: VIKRAM Agrawal
Title: MANAGER

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[Signature Page To IP Security Agreement]

PROFESSIONAL BILLINGS GROUP LLC

By: Vikram Agrawal
Name: Vikram Agrawal
Title: MANAGER

STRATEGIC MED SERVICE LLC

By: Vikram Agrawal
Name: Vikram Agrawal
Title: MANAGER

TRANSKRIT, LLC

By: Vikram Agrawal
Name: Vikram Agrawal
Title: MANAGER

HARRT ASSOCIATES, LLC

By: Vikram Agrawal
Name: Vikram Agrawal
Title: MANAGER

ASSOCIATED BILLING SERVICES, LLC

By: Vikram Agrawal
Name: Vikram Agrawal
Title: MANAGER

HART ASSOCIATES, INC

By: Vikram Agrawal
Name: Vikram Agrawal
Title: President & CEO

ASSOCIATED BILLING SERVICES, INC.

By: Vikram Agrawal
Name: Vikram Agrawal
Title: President & CEO

#4162092 0207070017

[Signature Page To IP Security Agreement]

MEDI-CLAIM SERVICES, LLC

By: _____

Name: VIKRAM AGRAWAL

Title: MANAGER

8462092 1020767 10017

[Signature Page To IP Security Agreement]

TRADEMARK
REEL: 004934 FRAME: 0471

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New York* : SS
COUNTY OF *Rensselaer* :

On this 10th of December, 2012, before me personally appeared Vikram Agasthi to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of ETRANSMEDIA TECHNOLOGY, INC., that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

Michele E Rutland

Notary Public
My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU6062114
Qualified in Rensselaer County
Commission Expires July 30, 2013

#4162892, 1026757, 90317

[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New York* : SS
COUNTY OF *Rensselaer* :

On this *15th* of December, 2012, before me personally appeared *Victoria Agnew* to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of *ADVANCED MED BILLING, LLC*, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company, and she/he desires the same to be recorded as such.

Michele E Rutland

Notary Public

My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU6062114
Qualified in Rensselaer County
Commission Expires July 30, 2013

4452002 1020757 V007

[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New York* : SS
COUNTY OF *Rensselaer* :

On this *13* of December, 2012, before me personally appeared *V. Lane Agnew* to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of ARCHIVUS LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

M. D. E. Rutland

Notary Public
My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU062114
Qualified in Rensselaer County
Commission Expires July 30, 2012

#AL6262 U03767 0017

[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New York* : SS
COUNTY OF *Rensselaer* :

On this 10th of December, 2012, before me personally appeared *Victoria Agnew*, to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of MID ISLAND TRANSCRIPTION, LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

Michele Rutland

Notary Public
My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU6062114
Qualified in Rensselaer County
Commission Expires July 30, 2013

#415202 02/27/17 0017

[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New York* : SS
COUNTY OF *Westchester* :

On this 16th of December, 2012, before me personally appeared Victoria P. Powell to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of NSW PROFESSIONAL BILLING, LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law, that the within Agreement is the voluntary act of such company, and she/he desires the same to be recorded as such.

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU0602114
Qualified in Westchester County
Commission Expires July 30, 2013

M. E. Rutland

Notary Public
My Commission Expires:

#4163052 V02767 0017

[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF Rensselaer :

On this 15th of December, 2012, before me personally appeared Michelle Rutland to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of PROFESSIONAL BILLINGS GROUP LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company, and she/he desires the same to be recorded as such.

Michelle Rutland

Notary Public
My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU6062114
Qualified in Rensselaer County
Commission Expires July 30, 2013

#415292 10207671907

[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGEMENT

UNITED STATES OF AMERICA : :
STATE OF New York : : SS
COUNTY OF Rensselaer : :

On this 15th of December, 2012, before me personally appeared N. Ica. Agnew, to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of STRATEGIC MED SERVICE LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company, and she/he desires the same to be recorded as such.

Michele E. Rutland

Notary Public
My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RUK062114
Qualified in Rensselaer County
Commission Expires July 30, 2013

#432052 12/07/07 US17

[Signature Page To IF Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New York* : SS
COUNTY OF *Rensselaer* :

On this 15 of December, 2012, before me personally appeared Viktor Agard to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of TRANSKRIT, LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

Michele Rutland

Notary Public
My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU6062114
Qualified in Rensselaer County
Commission Expires July 30, 20 13

#410292 U20767 V017

[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA : :
STATE OF ~~New York~~ : : SS
COUNTY OF ~~Westchester~~ : :

On this 10th of December, 2012, before me personally appeared Viktor Agard to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of HARRT ASSOCIATES, LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

Michele Rutland

Notary Public

My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RUG062114
Qualified in Herkeseher County
Commission Expires July 30, 2013

#4162892 002767 0017

[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF Rensselaer :

On this 10th of December, 2012, before me personally appeared V. Ke. Agnew to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of ASSOCIATED BILLING SERVICES, LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

Michele Rutland

Notary Public
My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU6062114
Qualified in Rensselaer County
Commission Expires July 30, 2015

#4162022 V020167 V0017

[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *New York* : SS
COUNTY OF *Rensselaer* :

On this 10th of December, 2012, before me personally appeared W. Ryan Agnew, to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of HART ASSOCIATES, INC., that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

Michele E Rutland

Notary Public
My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU6062114
Qualified in Rensselaer County
Commission Expires July 30, 2013

6416262 10/01/13 0017

[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF Rensselaer :

On this 10th of December, 2012, before me personally appeared W. Kate Agre, to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of ASSOCIATED BILLING SERVICES, INC., that she/he signed the within Agreement pursuant to the authority vested in her/him by law, that the within Agreement is the voluntary act of such company, and she/he desires the same to be recorded as such.

Michele E Rutland

Notary Public

My Commission Expires:

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU6062114
Qualified in Rensselaer County
Commission Expires July 30, 20 13

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[Signature Page To IP Security Agreement]

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF New York : SS
COUNTY OF Rensselaer :

On this 15th of December, 2012, before me personally appeared V. K. Agarwal to me known and being duly sworn, deposes and says that she/he is authorized to sign on behalf of MEDI-CLAIM SERVICES, LLC, that she/he signed the within Agreement pursuant to the authority vested in her/him by law; that the within Agreement is the voluntary act of such company; and she/he desires the same to be recorded as such.

MICHELE E RUTLAND
Notary Public, State of New York
Registration #01RU6062114
Qualified in Rensselaer County
Commission Expires July 30, 20 13

Michele Rutland

Notary Public
My Commission Expires:

#4162052 10/27/11 0017

[Signature Page To IF Security Agreement]

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration/Serial No./ Application No.</u>	<u>Date Registered/Filed</u>
Etransmedia Technology	77780845	July 14, 2009
CONNECT2CARE	85360159	June 30, 2011
ETRANSCONNECT	85351835	June 21, 2011

EXHIBIT 1

TRADEMARK ASSIGNMENT

ETRANSMEDIA TECHNOLOGY, INC., a New York corporation ("Borrower"), and [**Name and Jurisdiction of Each Applicable Subsidiary**] (together with Borrower, a "Grantor," and collectively, "Grantors") are, individually or jointly, are the registered owner of the United States trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("Trademarks"); and

WHEREAS, PRAESIDIAN CAPITAL OPPORTUNITY FUND III, LP ("Fund III"), having a place of business at 419 Park Avenue South, New York, NY 10016, and PRAESIDIAN CAPITAL OPPORTUNITY FUND III-A, LP ("Fund III-A" and together Fund III, "Grantees") are desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, each Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantees, their respective successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated December 11, 2012 between Grantors and Grantees (i) each trademark listed on Schedule A annexed hereto (such trademarks referred to as the "Trademarks"), together with any additions thereto, reissues, continuations or extensions thereof, and all registrations and trademark applications therefor, all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and (ii) all products and proceeds of the forgoing, including without limitation, any claim of such Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any Trademark. all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____.

[_____]

By: _____
Attorney-in-fact

Witness: