

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM352377

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CareCloud Corporation		08/24/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WF FUND IV LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND IV)		
Street Address:	333 Bay Street, Suite 1620		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	LIMITED PARTNERSHIP: MANITOBA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4316571	CARECLOUD	
Registration Number:	4337695	CARECLOUD	
Registration Number:	4316566	CARECLOUD	
Registration Number:	4316563	CARECLOUD	
Registration Number:	4337694	CARECLOUD	
Registration Number:	4316560	CARECLOUD	
Registration Number:	3786886	CARECLOUD	
CORRESPONDENCE DATA			
Fax Number:	6172484000		
<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>			
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2009260-0033		
NAME OF SUBMITTER:	Sara M. Bauer		

OP \$190.00 4316571

SIGNATURE:	/sara bauer/
DATE SIGNED:	08/24/2015
Total Attachments: 5 source=CareCloud - Wellington - Trademark Security Agreement (Final)#page1.tif source=CareCloud - Wellington - Trademark Security Agreement (Final)#page2.tif source=CareCloud - Wellington - Trademark Security Agreement (Final)#page3.tif source=CareCloud - Wellington - Trademark Security Agreement (Final)#page4.tif source=CareCloud - Wellington - Trademark Security Agreement (Final)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of August 24, 2015, by and between CARECLOUD CORPORATION, a corporation duly organized and validly existing under the laws of Delaware (“Grantor”), and WF FUND IV LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND IV) (“Secured Party”).

Introduction

Pursuant to the Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented and/or modified from time to time in accordance with the terms thereof, the “Loan Agreement”) by and between Grantor and Secured Party, Secured Party has agreed, subject to the terms and conditions set forth therein, to make a term loan and provide other financial accommodations to Grantor (the “Loan”). Under the Loan Agreement, Grantor is required to execute and deliver this Agreement and to grant to Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of the Secured Obligations under, and as defined in, the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Party to enter into the Loan Agreement and make the Loan to Grantor pursuant thereto, Grantor agrees, for the benefit of Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Loan Agreement.

SECTION 2. Grant of Security Interest. To secure the prompt performance of the Secured Obligations, Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers and grants to Secured Party a continuing security interest in all of the following property, whether now or hereafter existing or acquired by Grantor (the “Trademark Collateral”):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (each, a “Trademark”);
- (b) all Trademark licenses for the grant by or to Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I; and
- (c) all proceeds of, and rights associated with, the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and any similar office or agency within or outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to Secured Party under the Loan Agreement and other Financing Documents. The Loan Agreement (and all rights and remedies of Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (a) the disposition of Trademark Collateral in accordance with the Loan Agreement or (b) the full and final discharge of the Secured Obligations and the termination of Secured Party's obligations under the Loan Agreement, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)). Upon any such disposition or termination, Secured Party will, at Grantor's sole expense, deliver to Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by Secured Party hereunder, and execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. Grantor further acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan 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 a conflict between this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

SECTION 6. Financing Document. This Agreement is a Financing Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, pdf or other electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

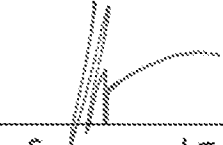
SECTION 8. Governing Law. This Agreement shall be construed under and governed by the laws of The Commonwealth of Massachusetts.

[Signature Pages to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as an instrument under seal as of the date first above written.

GRANTOR:

CARECLOUD CORPORATION

By: 
Name: R. SCOTT LENTZ
Title: CFO


{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 005605 FRAME: 0715

Acknowledged and agreed to as of the date first above written.

SECURED PARTY:




WF FUND IV LIMITED PARTNERSHIP, c/o/b as
WELLINGTON FINANCIAL LP and
WELLINGTON FINANCIAL FUND IV

By: 
Name: Mark Oger
Title: Partner

SCHEDULE I

Item A.

Registered Trademarks and Trademark Applications:

<u>Description</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
CareCloud 	85692897	August 1, 2012	4316571	April 9, 2013
CareCloud 	85692879	August 1, 2012	4337695	May 21, 2013
CareCloud 	85692867	August 1, 2012	4316566	April 9, 2013
CARECLOUD	85692849	August 1, 2012	4316563	April 9, 2013
CARECLOUD	85692840	August 1, 2012	4337694	May 21, 2013
CARECLOUD	85692817	August 1, 2012	4316560	April 9, 2013
CARECLOUD	77726173	April 30, 2009	3786886	May 11, 2010

Item B.

Trademark Licenses

None.