

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372188

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medical Card System Inc.		01/20/2016	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	MCS Healthcare Holdings, LLC		
Street Address:	255 Ponce De Leon Ave.		
Internal Address:	Oficina 202		
City:	San Juan		
State/Country:	PUERTO RICO		
Postal Code:	00918		
Entity Type:	LIMITED LIABILITY COMPANY: PUERTO RICO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85281400	MCSCARE	
Serial Number:	85281407	MCSCONNECT	
CORRESPONDENCE DATA			
Fax Number:	7877538944		
<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>			
Phone:	7877648181		
Email:	tmproceedings@oneillborges.com		
Correspondent Name:	Carla Garcia Benitez		
Address Line 1:	250 MUNOZ RIVERA AVE. STE 800		
Address Line 4:	San Juan, PUERTO RICO 00918-1813		
ATTORNEY DOCKET NUMBER:	M0014		
NAME OF SUBMITTER:	Carla Garcia Benitez		
SIGNATURE:	/Carla Garcia Benitez/		
DATE SIGNED:	02/05/2016		
Total Attachments: 6			
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ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS AGREEMENT

This **ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS AGREEMENT** (the "Agreement") is entered and delivered on this 20th day of January, 2016 ("Effective Date"), by and between Medical Card System, Inc., a Puerto Rico corporation ("Assignor"), in favor of MCS Healthcare Holdings, LLC, a Puerto Rico limited liability company and wholly owned subsidiary of Assignor ("Assignee"), pursuant to that certain Restructuring and Exchange Agreement dated January 20, 2016, by and among, Assignor, Assignee, the Lenders, the Administrative Agent and the Collateral Trustee (the "Restructuring Agreement"). All capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Restructuring Agreement.

RECITALS:

WHEREAS, in connection with the Restructuring Agreement, Assignor has agreed to convey, grant, transfer, assign and deliver to Assignee the Operating Assets, including but not limited to any personal property or intellectual property (the "Intellectual Property Assets") of Assignor.

WHEREAS, Assignee wishes to accept such assignment.

WHEREAS, Assignor desires to execute this Agreement to complete the assignment of the Intellectual Property Assets to Assignee, and Assignee desires to execute this Agreement to accept such assignment and assume the Intellectual Property Assets.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration to it in hand paid, the receipt and sufficiency of which is hereby acknowledged, and further to complete the action required of Assignor and Assignee under the Restructuring Agreement, the parties, intending to be legally bound, the parties hereby agree as follows:

A. Assignment. Assignor hereby irrevocably transfers, assigns, conveys and delivers to Assignee, its successors and assigns, in perpetuity, all rights (whether now known or hereinafter invented), titles, and interests, including any renewals or extensions thereto, in, to and under those Intellectual Property Assets of Assignor that are listed in **Schedule I**.

B. Acknowledgment and Assumption. Assignee hereby accepts and acquires from Assignor the Intellectual Property Assets assigned in and by this Agreement as of the Effective Date.

C. Further Actions. Each of the parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably

request to more effectively consummate the transfers, assignments and assumptions contemplated by this Agreement.

D. Miscellaneous.

1. The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

2. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

3. This Agreement, together with the Restructuring Agreement, contains the entire understanding of the parties with respect to the transactions contemplated hereby, and supersedes all prior arrangements or understandings with respect thereto.

4. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and each of which shall be deemed an original.

5. This Agreement shall be construed in accordance with, and shall be governed by, the laws of the State of New York without regards to conflict of law principles.


[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement on the day and year first set forth above.

MEDICAL CARD SYSTEM, INC.

By: 
Name: James P. O'Drobinak
Title: Chief Executive Officer

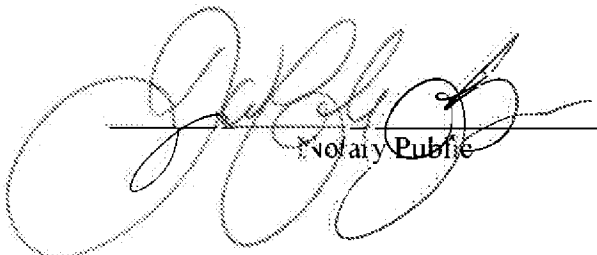
MCS HEALTHCARE HOLDINGS, LLC

By: 
Name: Jose Aponte Amador
Title: Chief Financial Officer

Affidavit Number: 2129

Subscribed before me by James P. O'Drobinak, of legal age, married, business executive and resident of San Juan, Puerto Rico and by Jose Aponte Amador, of legal age, single, business executive and resident of Guaynabo, Puerto Rico in their capacity as Chief Executive Officer and Chief Financial Officer of Medical Card System, Inc. and MCS Healthcare Holdings, LLC, respectively, both personally known to in San Juan, Puerto Rico, this 25th day of January, 2016.




Notary Public

Schedule I

Intellectual Property Assets shall mean the following Trademarks, Trademark Applications and Trademarks Licenses:

Title	Filing Date/ Issued Date	Status	Application/ Registration No.
MCS Online	3/1/2009	Abandoned	51,667
Design of: Madres y Bebes Saludables	N/A	Abandoned	51,668
MCS farmaflex & design	9/5/2001	Abandoned	52,177
MCS Medilínea & design	9/5/2001	Abandoned	52,181
Abilitas & design	9/5/2001	Abandoned	52,182
MCS Educa & design	9/5/2001	Abandoned	52,183
MCS Solutions & design	9/5/2001	Abandoned	52,184
MCS Personal & design	9/5/2001	Certified Not renewed	52,187
MCS Golf Classic	1/20/2004	Certified Not renewed	59,942
MCS Fortalece tu Comunidad	1/20/2004	Certified Not renewed	59,943
MCS Ideal	1/20/2004	Certified Not renewed	59,945
MCS Contacto & design	1/20/2004	Certified Not renewed	59,948
Design of: Programa Madres y Bebes Saludables	1/20/2004	Certified Not renewed	59,949
Design of: 20 años MCS	1/20/2004	Certified Not renewed	59,954
MCS educa & design	1/20/2004	Certified Not renewed	59,955
MCS personal & design	1/20/2004	Certified Not renewed	59,956
MCS global select ideal & design	1/20/2004	Certified Not renewed	59,957
MCS Beach Volley Cup & design	1/20/2004	Certified Not renewed	59,958
Frase: El plan de salud que se adelantó a los tiempos	2/5/2004	Certified Not renewed	60,228
Abilitas & design	2/5/2004	Certified Not renewed	60,229

Title	Filing Date/ Issued Date	Status	Application/ Registration No.
MCS Medilinea & design	2/5/2004	Certified Not renewed	60,230
MCS farmaflex & design	2/5/2004	Certified Not renewed	60,231
MCS Alivia & design	2/5/2004	Certified Not renewed	60,232
MCS Solutions & design	2/5/2004	Certified Not renewed	60,233
MCS HMO & design	2/5/2004	Certified Not renewed	60,234
MCS Global & design	2/5/2004	Certified Not renewed	60,235
MCS Select & design	2/5/2004	Certified Not renewed	60,236
MCSUNIVE	2/9/2004	Certified Not renewed	60,270
MCS	2/9/2004	Certified Not renewed	60,271
Frase: La flexibilidad que su empresa necesita para un plan de salud	2/9/2004	Certified Not renewed	60,272
MCS HIPAA & design	2/12/2004	Under Evaluation	60,333
MCS Classicare & design	5/17/2004	Certified Not renewed	61,318
Frase: La salud no tiene límites	6/28/2004	Certified Not renewed	61,795
MCS Enlace & design	2/5/2007	Certified Not renewed	72,419
MCS Cultura de Servicio Apasionado & design	2/5/2007	Certified Not renewed	72,420
MCS Alerta & design	2/5/2007	Certified Not renewed	72,421
MCS Select Plus	5/25/2006	Abandoned	56,897
MCS Seguro de Vida	5/25/2006	Abandoned	56,899
MCS Select Plus	2/5/2007	Certified Not renewed	72,422
MCS Seguro de Vida	2/5/2007	Certified Not renewed	72,424

Title	Filing Date/ Issued Date	Status	Application/ Registration No.
MCS Vision	2/5/2007	Certified Not renewed	72,425
MCS Te Responde Siempre	2/5/2007	Certified Not renewed	72,427
Programa Madres y Bebés Saludables MCS & design	2/5/2007	Certified Not renewed	72,428
MCS Life Insurance Company	3/17/2009	Certified	64,647
MCS Enlace	3/17/2009	Certified	64,648
MCS Business Insurance Group, Inc.	8/1/2008	Abandoned	65,463
Alerta en Huracanes & design	8/1/2008	Certified	65,464
MCS Steps to Wellness	8/1/2008	Certified	65,466
MCS Business Option Smart	8/1/2008	Abandoned	65,467
Salud en línea & design	6/1/2010	Certified	65,468
MCS en Forma	8/1/2008	Abandoned	65,470
MCS El Plan para una vida saludable	6/25/2008	Certified	66,191
MCS & design	1/5/2010	Registered	3,733,547
Medical Card System	1/26/2010	Registered	3,741,883
MCS Care	3/30/2011	Under Evaluation	85,281,400
MCS Connect	3/30/2011	Under Evaluation	85,281,407
MCS Care	3/4/2012	Under Evaluation	75,834
MCS Connect	3/4/2012	Under Evaluation	75,835
MCS 30 años cuidando a nuestro pueblo – Parent Company (horizontal)	9/25/2012	Abandoned	100025-35-0
30 años cuidando a nuestro pueblo MCS – Parent Company (vertical)	9/25/2012	Abandoned	100029-35-0
MCS 30 años cuidando a nuestro pueblo – Compañía Matriz (vertical)	9/25/2012	Abandoned	100026-35-0
30 años cuidando a nuestro pueblo MCS – Compañía Matriz (horizontal)	9/25/2012	Abandoned	100030-35-0
30 años cuidando a nuestro pueblo (vertical)	9/25/2012	Certified	100027-35-0
30 años cuidando a nuestro pueblo (horizontal)	9/25/2012	Certified	100028-35-0
MCS Advantage	9/26/2012	Certified	100044-35-1
MCS Balance	3/26/2014	Under Evaluation	204355-41-1
MCS Rewards	2/3/2015	Under Evaluation	207375-35-1
MCS Discounts	8/31/2015	Under Evaluation	211469-35-1