

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400860

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest (Trademarks)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MEDIGAIN, LLC		10/03/2016	Limited Liability Company: TEXAS
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA		10/03/2016	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MTBC ACQUISITION, CORP.		
<b>Street Address:</b>	7 Clyde Road		
<b>Internal Address:</b>	Attn: Shruti Patel		
<b>City:</b>	Somerset		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08873		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3174623	MEDOPTIMA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3142592020		
<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>			
<b>Phone:</b>	314-259-2000		
<b>Email:</b>	susan.murphy@bryancave.com		
<b>Correspondent Name:</b>	Lindsay Cohen Schneider		
<b>Address Line 1:</b>	211 North Broadway		
<b>Address Line 2:</b>	c/o Bryan Cave LLP		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	0398419		
<b>NAME OF SUBMITTER:</b>	Lindsay Cohen Schneider		
<b>SIGNATURE:</b>	/Lindsay Cohen Schneider/		
<b>DATE SIGNED:</b>	10/04/2016		

CH \$40.00 3174623

**Total Attachments: 6**

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**ASSIGNMENT OF SECURITY INTEREST (TRADEMARKS)**

Reference is made to that certain Trademark Security Agreement dated as of October 3, 2014 (the "Security Agreement"), made by **MEDIGAIN, LLC**, a Texas limited liability company, (the "Debtor"), in favor of **THE PRUDENTIAL INSURANCE COMPANY OF AMERICA**, as agent (the "Existing Agent"), for the Holders referred to therein (the "Secured Parties"); and

WHEREAS, an executed copy of the Security Agreement was recorded in the United States Patent and Trademark Office on October 3, 2014, at Reel and Frame number 5374/0789; and

WHEREAS, the Existing Agent has resigned as Collateral Agent (as defined in the Security Agreement) and **MTBC ACQUISITION, CORP.**, a Delaware corporation, has been appointed as successor Collateral Agent (the "New Agent"), under and pursuant to that certain Resignation and Agency Appointment Agreement dated as of October 3, 2016 among the Existing Agent, the New Agent and certain other entities (the "Collateral Agency Assignment Agreement");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Existing Agent and the New Agent hereby agree as follows:

1. The Existing Agent (a) assigns to the New Agent all of the Existing Agent's right, title and interest in and to any and all liens and security interests granted pursuant to the Security Agreement in the trademarks which are described more fully on Schedule A attached hereto (the "Trademark Collateral"); and (b) authorizes and requests the United States Patent and Trademark Office to note and record the existence of the assignment hereby given.

2. This Assignment of Security Interest (Trademarks) is referred to herein as this "Assignment" and is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment is for the sole benefit of the Existing Agent and the New Agent and their respective successors and assigns, and is not for the benefit, directly or indirectly, of any other Person.

3. This Assignment is executed and delivered pursuant to the Collateral Agency Assignment Agreement and is subject to the terms of the Collateral Agency Assignment Agreement.

4. Whenever in this Assignment there is reference made to any of the parties hereto, such reference shall be deemed to include, wherever applicable, a reference to the successors and assigns of such party, and the provisions of this Assignment shall be binding upon and shall inure to the benefit of said successors and assigns. The terms of this Assignment shall be enforceable solely by the parties hereto and may not be relied upon by any other Person.

5. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

6. This Assignment shall be governed and construed in accordance with, and any dispute between the parties hereto arising out of, connected with, related to, or incidental to the relationship established between them in connection with this Assignment, and whether arising in

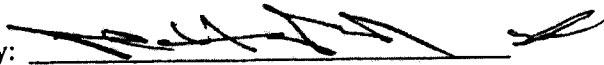
contract, tort, equity, or otherwise, shall be resolved in accordance with, the internal laws and not the conflicts of law provisions of the State of New York.

7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall have the same legal effect as an original signed copy of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Existing Agent has caused this Assignment to be signed by its duly authorized officer as of the 3rd day of October, 2016.

**THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA, as Existing Agent**

By:   
Name: Paul Procyk  
Title: Vice President

CONSENTED TO AND AGREED:

**MTBC ACQUISITION, CORP., as New Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MEDIGAIN, LLC, as Debtor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Existing Agent has caused this Assignment to be signed by its duly authorized officer as of the 3<sup>rd</sup> day of October, 2016.

**THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA, as Existing Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENTED TO AND AGREED:

**MTBC ACQUISITION, CORP., as New Agent**

By:           Mahmud U. Haq            
Name: Mahmud U. Haq  
Title: CEO

**MEDIGAIN, LLC, as Debtor**

By: \_\_\_\_\_  
Name: Juanita Schwartzkopf  
Title: CEO

IN WITNESS WHEREOF, the Existing Agent has caused this Assignment to be signed by its duly authorized officer as of the 3<sup>rd</sup> day of October, 2016.

**THE PRUDENTIAL INSURANCE COMPANY  
OF AMERICA**, as Existing Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CONSENTED TO AND AGREED:

**MTBC ACQUISITION, CORP.**, as New Agent

By: \_\_\_\_\_  
Name: Mahmud U. Haq  
Title: CEO

**MEDIGAIN, LLC**, as Debtor

By:   
Name: Juanita Schwartzkopf  
Title: CEO

**SCHEDULE A**

**U.S. Trademark Registration**

U.S. Reg. No.	Mark	Description of Goods/Services	Owner of Record
3,174,623	MEDOPTIMA	<p><b>Class 35:</b> business services, namely, administration and management of physician practices including billing, accounts receivable, recordkeeping, precertification of insurance claims, and consulting services relating to the administration and management of physician practices</p> <p><b>Class 42:</b> application service provider (asp) featuring software in the field of physician practice management including billing and patient scheduling</p>	MediGain, LLC