

900380347 10/04/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400864

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF TRADEMARKS BY FORECLOSURE		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEDIGAIN, LLC		10/03/2016	Corporation: TEXAS Limited Liability Company
RECEIVING PARTY DATA			
Name:	MTBC ACQUISITION, CORP.		
Street Address:	7 Clyde Road		
Internal Address:	Attn: Shruti Patel		
City:	Somerset		
State/Country:	NEW JERSEY		
Postal Code:	08873		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3174623	MEDOPTIMA	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	314-259-2000		
Email:	susan.murphy@bryancave.com		
Correspondent Name:	Lindsay Cohen Schneider		
Address Line 1:	211 North Broadway, Suite 3600		
Address Line 2:	c/o Bryan Cave LLP		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	0398419		
NAME OF SUBMITTER:	Lindsay Cohen Schneider		
SIGNATURE:	/Lindsay Cohen Schneider/		
DATE SIGNED:	10/04/2016		
Total Attachments: 5			
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ASSIGNMENT OF TRADEMARKS BY FORECLOSURE

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 "Prior 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 Prior Agent assigned its rights under the Security Agreement to **MTBC ACQUISITION, CORP.**, a Delaware corporation, as successor agent (the "Creditor"), under and pursuant to an Assignment Agreement dated as of October 3, 2016 among the Prior Agent, the Creditor and certain other entities (the "Collateral Assignment");

WHEREAS, Debtor defaulted on required payments to the Prior Agent and/or the Creditor;

WHEREAS, under and pursuant to a Strict Foreclosure Agreement dated as of October 3, 2016 among Debtor and Creditor and certain other entities (the "Strict Foreclosure Agreement"), Debtor voluntarily transferred, conveyed, and assigned to Creditor all of the Debtors' legal, equitable and beneficial right, title and interest in and to the Foreclosed Collateral (as such term is defined in the Strict Foreclosure Agreement), in full satisfaction, payment and release of the Senior Secured Indebtedness pursuant to Article 9-620 of the Uniform Commercial Code; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Debtor and the Creditor hereby agree as follows:

1. The Debtor (a) assigns to the Creditor all of the right, title and interest in, to, and under all of Debtor's trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof and goodwill associated therewith, as 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 Trademarks by Foreclosure 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 Debtor and the Creditor 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 Strict Foreclosure Agreement and is subject to the terms of the Strict Foreclosure Agreement which are incorporated herein by reference; without limiting the provisions of this Assignment, the Trademark Collateral, the Security Agreement or the other Transfer Documents (as such term is defined in the Strict Foreclosure 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 Texas.

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 Debtor has caused this Assignment to be signed by its duly authorized officer as of the 3rd day of October, 2016.

MEDIGAIN, LLC, as Debtor (Assignor)

By: 
Name: Juanita Schwartzkopf
Title: CEO

CONSENTED TO AND AGREED:

MTBC ACQUISITION, CORP., as Creditor (Assignee)

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


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

MEDIGAIN, LLC, as Debtor (Assignor)

By: _____
Name: Juanita Schwartzkopf
Title: CEO

CONSENTED TO AND AGREED:

MTBC ACQUISITION, CORP., as Creditor (Assignee)

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

SCHEDULE A

U.S. Trademark Registration

U.S. Reg. No.	Mark	Description of Goods/Services
3,174,623	MEDOPTIMA	<p>Class 35: 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>Class 42: application service provider (asp) featuring software in the field of physician practice management including billing and patient scheduling</p>