

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400863

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<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
<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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86740556	MEDIGAIN	
<b>Serial Number:</b>	86740642	MEDIGAIN GAIN INSIGHT. MAXIMIZE PROFIT.	
<b>Serial Number:</b>	86910546	MEDIGAIN INSIGHTS	
<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		
<b>Total Attachments: 5</b>			

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## ASSIGNMENT OF TRADEMARKS

THIS TRADEMARK ASSIGNMENT (“**Assignment**”) is made as of October 3, 2016, by and among MEDIGAIN, LLC, a Texas limited liability company located at 2800 Dallas Parkway, Suite 200, Plano, Texas 75093, (the “**MediGain**”), and MTBC ACQUISITION, CORP., a Delaware corporation located at 7 Clyde Road, Somerset, NJ 08873 (“**MTBC**”); and

WHEREAS, MediGain and MTBC are parties to that certain Asset Purchase Agreement dated as of October 3, 2016 (the “**Asset Purchase Agreement**”), pursuant to which MediGain agreed to transfer, convey and assign to MTBC certain Purchased Assets; and

In furtherance of the transactions contemplated by the Asset Purchase Agreement, MediGain desires to irrevocably grant, transfer and assign to MTBC and MTBC desires to accept the grant, transfer and assignment of, all of MediGain’s trademarks, trademark applications and trademark licenses and all products and proceeds thereof and goodwill associated therewith, including without limitation those listed on Schedule A annexed hereto and incorporated herein by this reference (the “**Transferred Marks**”);

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MediGain and MTBC agree as follows:

1. MediGain assigns to MTBC all of the right, title and interest in, to, and under the Transferred Marks, together with the goodwill of the business associated with the Transferred Marks.
2. MediGain authorizes and requests the United States Patent and Trademark Office to note and record the existence of this assignment hereby given.
3. This Assignment 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 MediGain and MTBC and their respective successors and assigns, and is not for the benefit, directly or indirectly, of any other Person.
4. This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is subject to the terms of the Asset Purchase Agreement which are incorporated herein by reference; without limiting the provisions of this Assignment or the Purchased Assets (as such terms are defined in the Asset Purchase Agreement.)
5. 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.
6. 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.

7. 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.

8. 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, this Assignment is signed by duly authorized officers on behalf of MediGain and MTBC, as of the 3<sup>rd</sup> day of October, 2016.

MEDIGAIN, LLC, (Assignor)

By:   
Name: Juanita Schwartzkopf  
Title: CEO

CONSENTED TO AND AGREED:

MTBC ACQUISITION, CORP., (Assignee)

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

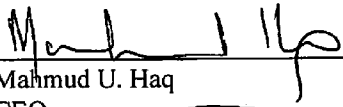
IN WITNESS WHEREOF, this Assignment is signed by duly authorized officers on behalf of MediGain and MTBC, as of the 3<sup>rd</sup> day of October, 2016.

**MEDIGAIN, LLC, (Assignor)**

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

CONSENTED TO AND AGREED:

**MTBC ACQUISITION, CORP., (Assignee)**

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

**SCHEDULE A**  
**U.S. Trademark Registrations and Applications**

U.S. Reg. No. U.S. Serial No.	Mark	Description of Goods/Services
4,959,427 86/740,556	MEDIGAIN	<p>Class 35: Medical billing support services; medical practice business management in the fields of verifying patient eligibility and benefits, health insurance pre-certifications, medical claims sent to payers, medical claims monitored for business administration purposes and medical claims denied by health insurance providers; business consultation; business administrative services, namely, preparing financial reports for healthcare providers; business data analysis</p> <p>Class 36: Financial management for healthcare and medical practices; electronic processing of insurance claims and payment data for healthcare payers and providers</p> <p>Class 42: Computer consultation for healthcare and medical practices in the fields of selection, configuration management, implementation and optimum use of computer hardware and software systems for medical practice management</p>
4959436 86/740,642		<p>Class 35: Medical billing support services; medical practice business management in the fields of verifying patient eligibility and benefits, health insurance pre-certifications, medical claims sent to payers, medical claims monitored for business administration purposes and medical claims denied by health insurance providers; business consultation; business administrative services, namely, preparing financial reports for healthcare providers; business data analysis</p> <p>Class 36: Financial management for healthcare and medical practices; electronic processing of insurance claims and payment data for healthcare payers and providers</p> <p>Class 42: Computer consultation for healthcare and medical practices in the fields of selection, configuration management, implementation and optimum use of computer hardware and software systems for medical practice management</p>
86/910,546	MEDIGAIN INSIGHTS	Class 42: Software as a service (SAAS) services featuring software for providing real time data analytics for use in enterprise management in the field of health care