

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478628

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARECLOUD CORPORATION		06/19/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	RUNWAY GROWTH CREDIT FUND INC.		
Street Address:	205 N. MICHIGAN AVE., SUITE 4200		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
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	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	4401 EASTGATE MALL		
Address Line 4:	SAN DIEGO, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	326420-111		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		

CH \$165.00 4316571

DATE SIGNED:	06/19/2018
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of June 19, 2018, between **RUNWAY GROWTH CREDIT FUND INC.**, a Maryland corporation (“**Lender**”) and **CARECLOUD CORPORATION**, a Delaware corporation (“**Grantor**”).

RECITALS

A. Lender and Grantor are entering into a Loan and Security Agreement as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

1. To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property, including the Copyrights referred to in Exhibit A, the Patents referred to in Exhibit B and the Trademarks referred to in Exhibit C. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor’s notification to Lender, in accordance with Section 6.2(j) of the Loan Agreement, of Grantor’s acquisition of Intellectual Property consisting of registered United States Copyrights, Patents or Trademarks not then listed on Exhibits A, B or C, as applicable and as then in effect, and not constituting Excluded Assets shall constitute Grantor’s authorization to Lender, to (a) modify this Agreement by amending the exhibits to this Agreement to include such Intellectual Property, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such additional Intellectual Property.

3. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words “execution,” “signed,” “signature” and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a “.pdf” format data file shall be effective as delivery of an original executed counterpart of this Agreement.

5. This Agreement constitutes a Loan Document. Accordingly, it is subject to the provisions of Sections 10 and 11 of the Loan Agreement, which are hereby incorporated herein by reference, *mutatis mutandis*.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

5200 Blue Lagoon, Suite 900 Miami, FL 33126
Attention: Shari VanLooy, CFO

GRANTOR:

CARECLOUD CORPORATION

By: 

Name: Ken Combe

Title: Chief Executive Officer

Address of Lender:

205 N Michigan Ave., Suite 930
Chicago, IL 60601
Email: tr@runwaygrowth.com; ka@runwaygrowth.com

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

By: _____

Name: David Spreng

Title: Chief Executive Officer

TRADEMARK

REEL: 006357 FRAME: 0703

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

5200 Blue Lagoon, Suite 900 Miami, FL 33126
Attention: Shari VanLoo, Chief Financial Officer

GRANTOR:

CARECLOUD CORPORATION

By: _____
Name: _____
Title: _____

Address of Lender:

205 N Michigan Ave., Suite ~~930~~ 4200
Chicago, IL 60601
Email: tr@runwaygrowth.com; ka@runwaygrowth.com

LENDER:

RUNWAY GROWTH CREDIT FUND INC.

By:  _____
Name: Thomas Raterman
Title: Chief Financial Officer

EXHIBIT A
COPYRIGHTS




None.

EXHIBIT B

PATENTS

<u>DESCRIPTION</u>	<u>PATENT / APPLICATION NUMBER</u>	<u>ISSUE / APPLICATION DATE</u>
An interactive user interface for schema transformation	15/975,317	05/09/18
Method and system for schema transformation	15/975,306	05/09/18

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
CARECLOUD & Design 	4,316,571	04/09/13
CARECLOUD & Design 	4,337,695	05/21/13
CARECLOUD & Design 	4,316,566	04/09/13
CARECLOUD	4,316,563	04/09/13
CARECLOUD	4,337,694	05/21/13
CARECLOUD	4,316,560	04/09/13