

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479347

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE		06/21/2018	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	CARECLOUD CORPORATION		
Street Address:	5200 BLUE LAGOON, SUITE 900		
City:	MIAMI		
State/Country:	FLORIDA		
Postal Code:	33126		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
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	
Registration Number:	3786886	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		

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SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	06/25/2018
Total Attachments: 5 source=10B CIBC Termination and Release of Trademark Security Agreement - CareCloud#page1.tif source=10B CIBC Termination and Release of Trademark Security Agreement - CareCloud#page2.tif source=10B CIBC Termination and Release of Trademark Security Agreement - CareCloud#page3.tif source=10B CIBC Termination and Release of Trademark Security Agreement - CareCloud#page4.tif source=10B CIBC Termination and Release of Trademark Security Agreement - CareCloud#page5.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

THIS TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT ("Termination"), dated as of June 21, 2018, is executed by CANADIAN IMPERIAL BANK OF COMMERCE, a chartered bank existing under the laws of Canada ("Secured Party"), and in favor of CARECLOUD CORPORATION, a corporation duly organized and validly existing under the laws of Delaware ("Company"). All capitalized terms used in this Termination and not otherwise defined herein shall have the respective meanings given to such terms in the Loan Agreement or Trademark Security Agreement (both defined below).

RECITALS

WHEREAS, Company and WF FUND IV LIMITED PARTNERSHIP (c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND IV) ("Wellington IV") entered into (i) that certain Loan and Security Agreement, dated as of August 24, 2015 (as amended from time to time, the "Loan Agreement"), and (ii) that certain Trademark Security Agreement (as amended from time to time, the "Trademark Security Agreement"), dated as of August 24, 2015, pursuant to which Company granted to Wellington IV a security interest in the Trademark Collateral (defined below);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on August 24, 2015, at Reel 5605, Frame 0711;

WHEREAS, WF FUND V LIMITED PARTNERSHIP (as assignee of WF FUND IV LIMITED PARTNERSHIP), c/o/b as WELLINGTON FINANCIAL LP and WELLINGTON FINANCIAL FUND V) ("Wellington V") and Secured Party entered into (i) that certain Purchase Agreement, dated as of January 5, 2018 (the "Purchase Agreement") and (ii) that certain Assignment and Assumption Agreement, dated as of January 5, 2018 (the "Assignment and Assumption Agreement"), pursuant to which Wellington V sold, assigned, transferred, set over and conveyed to the Secured Party all of Wellington V's rights title and interest to certain security interests held by Wellington V, including Wellington V's security interest in the Trademark Collateral pursuant to the Loan Agreement and Trademark Security Agreement (the "Trademark Security Interest");

WHEREAS, the Assignment and Assumption Agreement was recorded in the United States Patent and Trademark Office on January 9, 2018 at Reel 6245, Frame 0274.

WHEREAS, Company has or has caused to be paid and satisfied in full the obligations for which the security interest in the Trademark Collateral was granted; and

WHEREAS, the Secured Party agrees to terminate and release its security interest in the Trademark Collateral specified below and to file this Termination with respect to such release of its security interest as herein provided.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Secured Party hereby agrees as follows:

1. The Trademark Security Interest is hereby terminated and of no further force and effect.
2. Secured Party expressly terminates, releases, and reassigns all of Secured Party's right, title and interest in, to and under the following (collectively, the "Trademark Collateral"):
 - a. (i) All of Company's trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Exhibit A attached hereto, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including

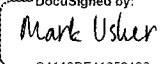
registrations, recordings and applications in the United States Patent and trademark Office or in any office or agency of the United States of America or any State thereof of any other country or political subdivision or thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing, each a "Trademark";

- b. All Trademark licenses for the grant by or to Company of any right to use any Trademark, including each Trademark license referred to in **Exhibit B**; and
 - c. All proceeds of, and rights associated with, the foregoing, including any claim by Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.
3. Secured Party represents and warrants that it has the full power and authority to execute this Termination.
 4. Secured Party authorizes and requests the Trademark Division of the United States Patent and Trademark Office and the United States Copyright Office to record this Termination.
 5. Secured Party hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, or reassignment to the Company of the security interest contemplated hereby, all at the cost of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, Secured Party has executed and delivered this Termination as of the day and year first written above.




CANADIAN IMPERIAL BANK OF COMMERCE, a chartered bank of Canada

DocuSigned by:

By: CA112DE4185042B
Name: Mark Usher
Title: Managing Director

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

EXHIBIT A

Trademarks

<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
CareCloud 	85692897	August 1, 2012	4316571	April 9, 2013
CareCloud 	85692879	August 1, 2012	4337695	May 21, 2013
CareCloud 	85692867	August 1, 2012	4316566	April 9, 2013
CARECLOUD	85692849	August 1, 2012	4316563	April 9, 2013
CARECLOUD	85692840	August 1, 2012	4337694	May 21, 2013
CARECLOUD	85692817	August 1, 2012	4316560	May 21, 2013
CARECLOUD	77726173	April 30, 2009	3786886	May 11, 2010

[Signature Page to Termination and Release of Intellectual Property Security Agreement]

EXHIBIT B

Trademark Licenses

NONE.

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