

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|----------------------------------|----------|----------------|-------------------------|
| Multiplan, Inc. | | 04/12/2006 | CORPORATION: NEW YORK |
| HEALTHEOS BY MULTIPLAN, INC. | | 04/12/2006 | CORPORATION: WISCONSIN |
| ForMost, Inc. | | 04/12/2006 | CORPORATION: DELAWARE |
| MYChoice Health Services, Inc. | | 04/12/2006 | CORPORATION: OREGON |
| MultiPlan Corp. | | 04/12/2006 | CORPORATION: DELAWARE |
| Admar Corporation | | 04/12/2006 | CORPORATION: CALIFORNIA |
| Associates for Health Care, Inc. | | 04/12/2006 | CORPORATION: WISCONSIN |
| Benefit Panel Services, Inc. | | 04/12/2006 | CORPORATION: CALIFORNIA |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Goldman Sachs Credit Partners L.P., as collateral agent |
| Street Address: | 85 Broad Street |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10004 |
| Entity Type: | LIMITED PARTNERSHIP: |

PROPERTY NUMBERS Total: 19

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------|
| Registration Number: | 1944456 | CAREAWAY USA |
| Registration Number: | 2993586 | HEALTHEOS |
| Registration Number: | 2859336 | HEALTHEOS |
| Serial Number: | 76616324 | HEALTHEOS BY MULTIPLAN |
| Registration Number: | 2270357 | M |
| Registration Number: | 1839584 | MULTIPLAN |
| Registration Number: | 1743504 | AHC |

CH \$490.00 1944456

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|----------------------|----------|---|
| Registration Number: | 2126473 | BPS HEALTHCARE |
| Registration Number: | 2357770 | FORMOST ONCALL |
| Registration Number: | 2357767 | FORMOST SELECT |
| Registration Number: | 2357769 | FORMOST |
| Registration Number: | 2302351 | MYCHOICE |
| Registration Number: | 2306337 | UP & UP |
| Registration Number: | 2306338 | UP & UP |
| Registration Number: | 2327003 | UNITED PAYORS & UNITED PROVIDERS |
| Registration Number: | 2327002 | UNITED PAYORS & UNITED PROVIDERS |
| Serial Number: | 76152131 | TOUCHPOINT PREFERRED |
| Registration Number: | 1952619 | MED NETWORK A MEMBER OF THE ADMAR GROUP |
| Serial Number: | 78816239 | MED NETWORK |

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Christine Wilson |
| Signature: | /CHRISTINE WILSON/ |
| Date: | 04/25/2006 |

Total Attachments: 9
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated April 12, 2006, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of Goldman Sachs Credit Partners L.P., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

(1) WHEREAS, MultiPlan Merger Corporation, a New York corporation, has entered into a Credit Agreement dated as of April 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with MultiPlan Acquisition Holdings, Inc., a Delaware corporation, certain Lenders party thereto and Goldman Sachs Credit Partners L.P., as Collateral Agent and Administrative Agent (each as defined therein). Terms defined in the Credit Agreement or Collateral Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or Collateral Agreement.

WHEREAS, as a condition precedent to the making of Loans and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Collateral Agreement dated April 12, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Collateral Agreement*").

WHEREAS, under the terms of the Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement is expressly subject to the terms and conditions of the Collateral Agreement and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. Each Grantor does hereby acknowledge and confirm that the grant of the security interest

hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Collateral Agreement.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MULTIPLAN, INC.

By  _____

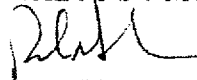
Name: Richard Gerstein

Title: Executive Vice President and Chief
Financial Officer

Address for Notices:

Multiplan, Inc.
115 Fifth Avenue
New York, New York 10003

HEALTHEOS BY MULTIPLAN, INC.

By  _____

Name: Richard Gerstein

Title: Executive Vice President and Chief
Financial Officer

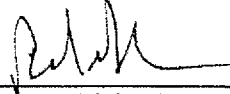
Address for Notices:

HealthEOS By MultiPlan, Inc.
1650 W. Corporate Drive
Brookville, WI 53045

IP Security Agreement

TRADEMARK
REEL: 003296 FRAME: 0803

ASSOCIATES FOR HEALTH CARE, INC.
BENEFIT PANEL SERVICES, INC.
FORMOST, INC.
MYCHOICE HEALTH SERVICES, INC.
MULTIPLAN CORP.
ADMAR CORPORATION

By  _____

Name: Richard Gerstein

Title: Executive Vice President and Chief
Financial Officer

Address for Notices:

2273 Research Boulevard
Rockville, MD 20850

IP Security Agreement

TRADEMARK
REEL: 003296 FRAME: 0804

Schedule A

None.

Schedule B

| Trademark | Owner | Reg. Date | Renewal Date (No Later than) | Reg. No. |
|---|--|------------------|---|-------------------------------|
| CAREAWAY USA | MultiPlan, Inc. | 12-26-1995 | 12-26-2015 | 1,944,456 |
| ENTERPRICE | MultiPlan, Inc. | To be filed | | |
| HEALTHEOS (text) | HealthEOS by MultiPlan, Inc. | 9-13-2005 | 9-13-2011 | 2993586 |
| HEALTHEOS (Sun design) | MultiPlan/WPPN, Inc. (pending change to HealthEOS by MultiPlan, Inc.) | 7-6-2004 | 7-6-2010 | 2859336 |
| HEALTHEOS BY MULTIPLAN | HealthEOS by MultiPlan, Inc. | To be registered | | 76/616324 (serial no.) |
| M (design) | MultiPlan, Inc. | 8-17-1999 | 8-17-2009 | 2,270,357 |
| MULTIPLAN | MultiPlan, Inc. | 6-14-1994 | 6-14-2013 | 1,839,584 |
| Valuepoint | MultiPlan, Inc. | To be registered | | |
| AHC (Text & Design) | Associates for Health Care, Inc. | 12-29-1992 | 12-29-2012 | 1,743,504 |
| BPS HEALTHCARE (Text & Design) | Benefit Panel Services, Inc. | 6-1-1998 | LATE | 2,126,473 |
| FORMOST ONCALL | ForMost, Inc. | 6-13-2000 | PENDING 6-13-2006 | 2,357,770 |
| FORMOST SELECT | ForMost, Inc. | 6-13-2000 | PENDING 6-13-2006 | 2,357,767 |
| FORMOST | ForMost, Inc. | 6-13-2000 | PENDING 6-13-2006 | 2,357,769 |
| MYCHOICE | MYChoice Health Services, Inc. | 12-21-1999 | PENDING 12-21-2005 | 2,302,351 |
| UP & UP (Class 35 & 36) | MultiPlan Corp. | 1-4-2000 | 1-4-2016 | 2,306,337 and 2,306,338 |
| UNITED PAYORS & UNITED PROVIDERS | MultiPlan Corp. | 3-7-2000 | 3-7-2010 | 2327003 |
| UNITED PAYORS & UNITED PROVIDERS | MultiPlan Corp. | 3-7-2000 | 3-7-2010 | 2327002 |
| TOUCHPOINT PREFERRED | HealthEOS by MultiPlan, Inc. | 10-23-2000 | PENDING | 76152131 (serial no.) |
| MED NETWORK A MEMBER OF THE ADMAR GROUP | Admar Corporation | 1-30-1996 | 1-30-2006 (renewal to be determined) | 1952619 |

| | | | | |
|-------------|-----------------|------------------|--|--------------------------|
| MED NETWORK | MultiPlan, Inc. | To be registered | | 76816239 (serial no.) |
|-------------|-----------------|------------------|--|--------------------------|

Other Trademarks

None.

Schedule C

None.