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TO: JUSTIN D. LEE COMPANY: WEIL, GOTSHAL & MANGES LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.103/12/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Beech Street Corporation		03/12/2010	CORPORATION:
Equiclam Government Services, Inc.		03/12/2010	INC. ASSOCIATION:
Equiclam, Inc.		03/12/2010	INC. ASSOCIATION:
Ethix Southwest, Inc.		03/12/2010	INC. ASSOCIATION:
Healthnetwork Systems LLC		03/12/2010	LIMITED LIABILITY COMPANY:
Texas True Choice, Inc.		03/12/2010	INC. ASSOCIATION:
True Choice USA, Inc.		03/12/2010	INC. ASSOCIATION:
Viant Holdings, Inc.		03/12/2010	INC. ASSOCIATION:
Viant Management Services, Inc.		03/12/2010	INC. ASSOCIATION:
Viant Payment Systems, Inc.		03/12/2010	INC. ASSOCIATION:
Viant, Inc.		03/12/2010	INC. ASSOCIATION:

RECEIVING PARTY DATA

Nemo:	Goldman Sachs Credit Partners L.P., as Collateral Agent
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	LIMITED PARTNERSHIP: BERMUDA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3211111	BEECH STREET ACCELERATED PAYMENT PROGRAM
Registration Number:	3071061	BEECH STREET CORPORATION
Registration Number:	3071065	BEECH STREET CORPORATION
Registration Number:	2874997	C2C

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TO:JUSTIN D. LEE COMPANY:WEIL, GOTSHAL & MANGES LLP

Registration Number:	3477608	VANT
Registration Number:	3548048	VANT HEALTH PAYMENT SOLUTIONS
Registration Number:	3898795	EQUICLAIM
Registration Number:	3069834	TRUE CHOICE HEALTH PLANS
Registration Number:	3024096	TRUECHOICE USA
Registration Number:	2889118	PPONEXT
Serial Number:	77798675	EQUICLAIM

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213108000
 Email: justin.d.lee@weil.com, suzanne.inglis@weil.com
 Correspondent Name: Justin D. Lee
 Address Line 1: Weil, Gotshal & Manges LLP
 Address Line 2: 767 Fifth Avenue
 Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71820.0078.J.D.LEE
NAME OF SUBMITTER:	Justin D. Lee
Signature:	/Justin D. Lee/
Date:	03/12/2010

Total Attachments: 6
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TO: JUSTIN D. LEE COMPANY: WEIL, GOTSHAL & MANGES LLP

EXECUTION VERSION

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated March 12, 2010 is made by the Persons listed on the signature page hereof (the "*Grantors*" and each a "*Grantor*") 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).

WHEREAS, MultiPlan, Inc, a New York corporation, has entered into a Credit Agreement dated as of April 12, 2006 (as amended and restated as of October 18, 2006 and as amended pursuant to that certain Amendment No. 1 to Amended and Restated Credit Agreement and Amendment No. 2 to Amended and Restated Credit Agreement, each dated as of March 12, 2010, and as further 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 and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantors and certain other Persons have executed and delivered to the Collateral Agent that certain Collateral Agreement Supplement dated March 12, 2010 (the "*Collateral Agreement Supplement*") to the Collateral Agreement dated April 12, 2006 by certain other Persons referred to therein to the Collateral Agent (as supplemented by the Collateral Agreement Supplement and as further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Collateral Agreement*").

WHEREAS, under the terms of the Collateral Agreement Supplement and the Collateral Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Collateral (as defined in Section 1 below) of the Grantors and have agreed as a condition thereof to execute this IP Security Agreement Supplement 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, the Grantors agree 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

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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) 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) all 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 foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantors under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantors 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.

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 to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement 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 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

BEECH STREET CORPORATION
EQUICLAIM GOVERNMENT SERVICES, INC.
EQUICLAIM, INC.
ETHIX SOUTHWEST, INC.
HEALTHNETWORK SYSTEMS LLC
TEXAS TRUE CHOICE, INC.
TRUE CHOICE USA, INC.
VIANT HOLDINGS, INC.
VIANT MANAGEMENT SERVICES, INC.
VIANT PAYMENT SYSTEMS, INC.
VIANT, INC.

By: 
Name: Mark Tabak
Title: President

Address for Notices:
C/O MultiPlan, Inc.
115 Fifth Ave
New York, NY 10003
Attention: Chief Financial Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT SUPPLEMENT]

TO:JUSTIN D. LEE COMPANY:WEIL, GOTSHAL & MANGES LLP

SCHEDULE A
Patents

Note.

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TO: JUSTIN D. LEE COMPANY: WEIL, GOTSHAL & MANGES LLP

SCHEDULE B
Trademarks

Registered Trademarks/Trademark Applications	Registrant	Registration or Application Number	Issue/Filing Date	Expiration Date
Beech Street Accelerated Payment Program	Viant Holdings, Inc.	3211111	2/20/2007	02/20/2017
Beech Street Corporation & Design	Viant Holdings, Inc.	3071061	3/21/2006	03/21/2016
Beech Street Corporation	Viant Holdings, Inc.	3071065	3/21/2006	03/21/2016
C2C	Viant Holdings, Inc.	2874997	8/17/2004	08/14/2014
Viant	Viant Holdings, Inc.	3477608	7/29/2008	07/28/2018
Viant Health Payment Solutions	Viant Holdings, Inc.	3548048	12/16/2008	12/16/2018
EquiClaim	EquiClaim, Inc.	3696795	10/13/2009	10/13/2019
EquiClaim & Design	EquiClaim, Inc.	Application Number 77796675	Filed 08/04/2009	
True Choice Health Plans	True Choice USA, Inc.	3069834	3/21/2006	03/21/2016
True Choice USA	True Choice USA, Inc.	3024096	12/6/2005	12/06/2015
ppoNext	ppoNext, Inc.	2689118	2/18/2003	02/18/2013

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TO:JUSTIN D. LEE COMPANY:WEIL, GOTSHAL & MANGES LLP

SCHEDULE C
Copyrights

None.