

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners L.P.		08/26/2010	LIMITED PARTNERSHIP: BERMUDA

RECEIVING PARTY DATA

Name:	Associates for Healthcare, Inc.
Street Address:	2273 Research Boulevard
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20850
Entity Type:	CORPORATION: WISCONSIN

Name:	MultiPlan, Inc.
Street Address:	115 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	CORPORATION: NEW YORK

Name:	MultiPlan Corp.
Street Address:	2273 Research Boulevard
City:	Rockville
State/Country:	MARYLAND
Postal Code:	20850
Entity Type:	CORPORATION: DELAWARE

Name:	Admar Corporation
Street Address:	2273 Research Boulevard
City:	Rockville
State/Country:	MARYLAND

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Postal Code:	20850
Entity Type:	CORPORATION: CALIFORNIA

Name:	Private Healthcare Systems, Inc.
Street Address:	1100 Winter Street
City:	Waltham
State/Country:	MASSACHUSETTS
Postal Code:	02451
Entity Type:	CORPORATION: DELAWARE

Name:	Viant Holdings, Inc.
Street Address:	535 E. Diehl Rd., Suite 150
City:	Naperville
State/Country:	ILLINOIS
Postal Code:	60563
Entity Type:	CORPORATION: DELAWARE

Name:	EquiClaim, Inc.
Street Address:	535 E. Diehl Rd., Suite 150
City:	Naperville
State/Country:	ILLINOIS
Postal Code:	60563
Entity Type:	CORPORATION: DELAWARE

Name:	True Choice USA, Inc.
Street Address:	5080 Spectrum Dr., Suite 1200 W
City:	Addison
State/Country:	TEXAS
Postal Code:	75001
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1743504	AHC
Registration Number:	1944456	CAREAWAY USA
Registration Number:	2993586	HEALTHEOS
Registration Number:	2859336	HEALTHEOS
Registration Number:	3078226	HEALTHEOS BY MULTIPLAN
Registration Number:	3278182	MED NETWORK

TRADEMARK

Registration Number:	1839584	MULTIPLAN
Registration Number:	3204797	TOUCHPOINT PREFERRED
Registration Number:	2306337	UP & UP
Registration Number:	2306338	UP & UP
Registration Number:	1952619	MED NETWORK A MEMBER OF THE ADMAR GROUP
Registration Number:	1477965	PHCS
Registration Number:	3211111	BEECH STREET ACCELERATED PAYMENT PROGRAM
Registration Number:	3071065	BEECH STREET CORPORATION
Registration Number:	3071061	BEECH STREET CORPORATION
Registration Number:	3548048	VIANT HEALTH PAYMENT SOLUTIONS
Registration Number:	3477608	VIANT
Registration Number:	2874997	C2C
Registration Number:	3762867	EQUICLAIM
Registration Number:	3024096	TRUECHOICE USA
Registration Number:	3069834	TRUE CHOICE HEALTH PLANS

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	009290/0003
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	08/27/2010

Total Attachments: 4
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Release of Security Interests

TO:

MULTIPLAN, INC.
115 Fifth Avenue
New York, New York 10003
Attention: Chief Financial Officer

Reference is made to that certain Credit Agreement, dated as of April 12, 2006 and as amended and restated as of October 18, 2006, among Multiplan, Inc., a New York corporation (the "*Borrower*"), Multiplan Acquisition Holdings, Inc., a Delaware corporation, the Lenders party thereto from time to time and Goldman Sachs Credit Partners L.P. as administrative agent and collateral agent for the lenders (in such capacity, the "*Agent*") (as amended by Amendment No. 1 and Amendment No. 2, each dated as of March 12, 2010, and as the same may have been further amended, amended and restated, supplemented or otherwise modified from time to time to the date hereof, the "*Credit Agreement*") and the following security documents (the "*Specified Security Documents*") delivered to the undersigned as Agent under the Credit Agreement.

A. the Collateral Agreement

B. the Intellectual Property Security Agreements, dated as of April 12, 2006, October 18, 2006 and March 12, 2010, recorded in the Trademark Division of the United States Patent and Trademark Office on April 25, 2006, at Reel 3296 and Frame 0798; on October 24, 2006, at Reel 3414 and Frame 0332; and on April 21, 2010, at Reel 4190 and Frame 0049;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. *Release.* The undersigned as Agent hereby terminates, releases and discharges, absolutely, unconditionally, irrevocably and forever, all security interests granted to the undersigned as Agent under the Specified Security Documents (the "*Security Interests*"), including, without limitation, all Security Interests in the trademark registrations and applications listed on Schedule A hereto, and agrees that all of the Security Interests and Other Liens (as defined below) will be, and hereby are, automatically and forever discharged.

2. *Terms of Release.* The release set forth in paragraph 1 above (a) is a quitclaim release of any and all of the Security Interests and Other Liens insofar as they attach to any property of any grantor under the Specified Security Documents and (b) is given and will be effective without any recourse to the undersigned (whether as Agent or in its personal capacity) and without any statement, representation, warranty, promise or undertaking whatsoever by the undersigned (whether as Agent or in its personal capacity). No obligation secured by the Security Interests is released, discharged or terminated hereby. This Release of Security Interests is delivered pursuant to and on the terms set forth in our letter to you entitled "Pay-Off Letter" and dated August 26, 2010 (the "*Payoff Letter*").

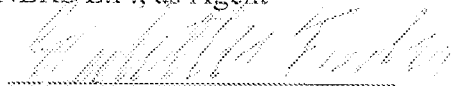
3. *Termination of Financing Statements and Delivery of Collateral.* The undersigned as Agent hereby authorizes you (or any person or entity designated by you as your delegate for this purpose) to file all Uniform Commercial Code termination statements and other filings necessary to effectuate, or reflect of public record, the release and discharge of the Security Interests and Other Liens. The undersigned agrees to deliver to your counsel Latham & Watkins LLP ("*Latham*") on the date hereof, at a location in New York City specified by Latham, the pledged collateral listed on Annex II to the Payoff Letter.

4. *Further Lien Releases.* The undersigned as Agent agrees that if you at any time determine that the delivery of any additional instrument executed by the undersigned as Agent is required to release, discharge or terminate, or to reflect of public record the release, discharge or termination of (a) any Security Interest, (b) any other Lien (as defined in the Credit Agreement) securing the payment of loans under the Credit Agreement granted to the undersigned as Agent pursuant to any security agreement, mortgage, deed of trust, deed to secure debt, collateral assignment or other grant of security (an "*Other Lien*") or (c) any notice, filing or registration of any Security Interest or Other Lien, the undersigned will, at your expense and as reasonably requested by you in writing, execute and deliver (and if requested acknowledge) such other instruments effecting or confirming the release, discharge or termination of any Security Interest or Other Lien or any notice, filing or registration of any Security Interest or Other Lien on the terms set forth in paragraph 2 and otherwise in form and substance reasonably satisfactory to the undersigned.

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In Witness Whereof, the undersigned as Agent, by its duly authorized signatory, has executed and delivered this Release of Security Interests as of the first date written above.

GOLDMAN SACHS CREDIT
PARTNERS L.P., as Agent

By: 
Name: _____
Title: **Elizabeth Fischer**
Authorized Signatory

Schedule A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration / Application Number</u>
Associates for Healthcare, Inc.	AHC and design	1,743,504
MultiPlan, Inc.	CAREAWAY USA	1,944,456
MultiPlan, Inc.	HEALTHEOS	2,993,586
MultiPlan, Inc.	HEALTHEOS and design	2,859,336
MultiPlan, Inc.	HEALTHEOS BY MULTIPLAN	3,078,226
MultiPlan, Inc.	MED NETWORK and design	3,278,182
MultiPlan, Inc.	MULTIPLAN	1,839,584
MultiPlan, Inc.	TOUCHPOINT PREFERRED	3,204,797
MultiPlan Corp.	UP & UP	2,306,337
MultiPlan Corp.	UP & UP	2,306,338
Admar Corporation	MED NETWORK A MEMBER OF THE ADMAR GROUP and design	1,952,619
Private Healthcare Systems, Inc.	PHCS	1,477,965
Viant Holdings, Inc.	BEECH STREET ACCELERATED PAYMENT PROGRAM	3,211,111
Viant Holdings, Inc.	BEECH STREET CORPORATION	3,071,065
Viant Holdings, Inc.	BEECH STREET CORPORATION and design	3,071,061
Viant Holdings, Inc.	VIANT HEALTH PAYMENT SOLUTIONS	3,548,048
Viant Holdings, Inc.	VIANT	3,477,608
Viant Holdings, Inc.	C2C	2,874,997
EquiClaim, Inc.	EQUICLAIM and design	3,762,867
True Choice USA, Inc.	TRUECHOICE USA	3,024,096
True Choice USA, Inc.	TRUECHOICE HEALTH PLANS	3,069,834