

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MultiPlan, Inc.		08/26/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Barclays Bank PLC, as Administrative Agent
Street Address:	745 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	CORPORATION: UNITED KINGDOM

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1944456	CAREAWAY USA
Registration Number:	3310907	ENTERPRICE
Registration Number:	2993586	HEALTHEOS
Registration Number:	2859336	HEALTHEOS
Registration Number:	3078226	HEALTHEOS BY MULTIPLAN
Registration Number:	3278182	MED NETWORK
Registration Number:	1839584	MULTIPLAN
Registration Number:	3736126	PHCS SAVILITY
Registration Number:	3456460	THE MULTIPLAN NETWORK
Registration Number:	3204797	TOUCHPOINT PREFERRED
Registration Number:	3369309	VALUEPOINT
Registration Number:	3384174	VALUEPOINT BY MULTIPLAN
Registration Number:	3359415	I

CORRESPONDENCE DATA

900170459

**TRADEMARK
 REEL: 004268 FRAME: 0987**

CH \$340.00 1944456

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	492878-025
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	08/27/2010

Total Attachments: 5
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MultiPlan, Inc.

- Individual(s)
- General Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) USA - New York

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 26, 2010

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC, as administrative agent

Internal Address: _____

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship United Kingdom
Citizenship _____
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)
1,944,456 and additional numbers on attached Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen P. Murphy
Signature

August 26, 2010

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT dated as of August 26, 2010 (this "Agreement"), among MultiPlan, Inc. (the "Grantor") and Barclays Bank PLC, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of August 26, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Multiplan, Inc. (the "Borrower"), MPH Acquisition Corporation, MPH Merger Sub Corporation, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of August 26, 2010 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").


SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

- MULTIPLAN, INC.

By: 
Name: Mark Tabak
Title: Chief Executive Officer

[Signature page to Trademark Security Agreement]

TRADEMARK
REEL: 004268 FRAME: 0991

BARCLAYS BANK PLC, as Administrative Agent.

By 
Name: DIANE HOLFE
Title: DIRECTOR

Schedule I

<u>Loan Party</u>	<u>Registered Owner</u>	<u>Mark</u>	<u>Registration / Application Number</u>
MultiPlan, Inc.	MultiPlan, Inc.	CAREAWAY USA	1,944,456
MultiPlan, Inc.	MultiPlan, Inc.	ENTERPRICE	3,310,907
MultiPlan, Inc.	MultiPlan, Inc.	HEALTHEOS	2,993,586
MultiPlan, Inc.	MultiPlan, Inc.	HEALTHEOS and design	2,859,336
MultiPlan, Inc.	MultiPlan, Inc.	HEALTHEOS BY MULTIPLAN	3,078,226
MultiPlan, Inc.	MultiPlan, Inc.	MED NETWORK and design	3,278,182
MultiPlan, Inc.	MultiPlan, Inc.	MULTIPLAN	1,839,584
MultiPlan, Inc.	MultiPlan, Inc.	PHCS SAVILITY	3,736,126
MultiPlan, Inc.	MultiPlan, Inc.	THE MULTIPLAN NETWORK	3,456,460
MultiPlan, Inc.	MultiPlan, Inc.	TOUCHPOINT PREFERRED	3,204,797
MultiPlan, Inc.	MultiPlan, Inc.	VALUEPOINT	3,369,309
MultiPlan, Inc.	MultiPlan, Inc.	VALUEPOINT BY MULTIPLAN	3,384,174
MultiPlan, Inc.	MultiPlan, Inc.	I and design	3,359,415