

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTEGRATED HEALTH PLAN, INC.		09/01/2011	CORPORATION: FLORIDA
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:	A UNITED KINGDOM PUBLIC LIMITED CORPORATION: UNITED KINGDOM		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3216701	INTEGRATED HEALTH PLAN, INC. THE LEADER IN NATIONAL PROVIDER NETWORKS.	
Registration Number:	3333083	INTEGRATED HEALTH PLAN, INC.	
Registration Number:	3268706	INTEGRATED HEALTH PLAN, INC. THE LEADER IN NATIONAL PPO NETWORKS.	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	650 Town Center Drive, 20th Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	042754-0015		
NAME OF SUBMITTER:	Kristin J. Azcona		

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Signature:	/KJA/
Date:	09/01/2011
Total Attachments: 4 source=Integrated Health Plan - Trademark Security Agreement (2)#page1.tif source=Integrated Health Plan - Trademark Security Agreement (2)#page2.tif source=Integrated Health Plan - Trademark Security Agreement (2)#page3.tif source=Integrated Health Plan - Trademark Security Agreement (2)#page4.tif	

TRADEMARK SECURITY AGREEMENT dated as of September 1, 2011 (this "Agreement"), between Integrated Health Plan, 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 by the First Refinancing Amendment dated February 17, 2011 and as may be further 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 by Supplement No. 1 dated May 25, 2011 and by Supplement No. 2 dated September 1, 2011 and as may be further 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").

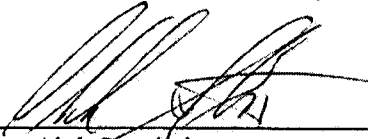
SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the 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.

INTEGRATED HEALTH PLAN, INC.,

By 
Name: Alek Sanghvi
Title: Secretary

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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BARCLAYS BANK PLC, as Administrative Agent,

By *Diane Rolfe*
Name: **Diane Rolfe**
Title: **Director**

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
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Schedule I

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Expiration Date</u>
Integrated Health Plan, Inc.	Integrated Health Plan, Inc. The Leader in National Provider Networks & Design	3,216,701	March 13, 2017
Integrated Health Plan, Inc.	Integrated Health Plan, Inc. & Design	3,333,083	November 13, 2017
Integrated Health Plan, Inc.	Integrated Health Plan, Inc. The Leader in National PPO Networks & Design	3,268,706	July 24, 2017