

03-13-2000



3/9/2000

To the Honorable Commissioner of Patents and Trademarks

original documents or copy thereof.

101269303

1. Name of conveying party(ies):

MEDASSETS INSOURCE, INC.
21540 Plummer Street
Chatsworth, CA 91311

FEB 9

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: February 4, 2000

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

2. Name and address of receiving party(ies):

Name: Banc of America Commercial Finance Corporation

Internal Address: Ste. 600

Street Address: 50 Glenlake Parkway

City Atlanta State GA ZIP 30328

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

B. Trademark registration No.(s)

1818822
1451230

Additional numbers attached? Yes No

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

Name: Diane S. White

Internal Address: King & Spalding

Street Address: 191 Peachtree Street

City Atlanta State GA ZIP 30303

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 185.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original documents.

Diane S. White

Name of Person Signing

Signature

2/7/00

Date

Total number of pages comprising cover sheet: 8

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

TT0N11 00000018 1818822

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

03/14/2000
01 FC:481
02 FC:482
03 FC:484

40.00 OP
25.00 OP
120.00 OP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made as of February 4, 2000, by and between **BANC OF AMERICA COMMERCIAL FINANCE CORPORATION**, a Delaware corporation, in its capacity as Agent for the Lenders (the "Lenders") from time to time party to the Credit Agreement defined below (the "Agent"), and **MEDASSETS INSOURCE, INC.**, a Delaware corporation ("Pledgor").

W I T N E S S E T H:

WHEREAS, pursuant to a certain Credit Agreement (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), dated of even date herewith, among Pledgor, together with its parent company, MEDASSETS.COM, INC., a Delaware corporation (the "Parent"), the Lenders and the Agent, Lenders have agreed to make the Loans to Pledgor; and

WHEREAS, to induce Lenders to make such Loans to the Company under the Credit Agreement, as provided therein, Pledgor has executed and delivered in favor of the Agent the "Company Security Agreement" (as such term is defined in the Credit Agreement); and

WHEREAS, as a condition precedent to any extension of credit under the Credit Agreement, Pledgor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below), to secure repayment of the Obligations pursuant to and as defined under the Credit Agreement; and

WHEREAS, Pledgor has duly authorized the execution, delivery, and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce Lender to make Loans and other extensions of credit to the Company pursuant to the Credit Agreement, Pledgor agrees with Lender as follows:

1. **Definitions**. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

2. **Grant of Security Interest**. For good and valuable consideration, receipt of which is hereby acknowledged, to secure all of the Secured Obligations (hereinafter defined), Pledgor does hereby mortgage, pledge, hypothecate, and grant to Agent, for the benefit of itself and the Lenders, a continuing security interest in, to, and under, all rights, title and interests of Pledgor in, to and under the following property (the "Trademark Collateral"), whether now existing or hereafter arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source of

business identifiers, prints and labels on which any of the foregoing appear, designs and general intangibles of like nature owned or used by Pledgor, including all goodwill associated therewith, all registrations and renewals thereof, and all applications in connection therewith, including registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, including those referred to in Item A ("Trademarks") of Attachment 1 hereto;

(b) all trademark licenses, including each trademark license referred to in Item B ("Trademark Licenses") of Attachment 1 hereto; and

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all products and proceeds of, and rights associated with, the foregoing, including (i) any claim by Pledgor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any trademark, trademark registration, trademark license or trade name referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with any trademark, trademark registration, or trade name, and (ii) rights to royalties and other payments with respect to the foregoing.

3. **Secured Obligations.** This Agreement and the security interest granted hereunder to the Agent secures all "Secured Obligations" (as that term is defined in the Company Security Agreement; herein, "Secured Obligations").

4. **Noble-Met Security Agreement.** This Agreement has been executed and delivered by Pledgor for the purpose of recording the security interest of Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interests granted to the Agent under the Noble-Met Security Agreement and the other Financing Documents. The Credit Agreement and the other Financing Documents (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with their respective terms.

5. **Release of Security Interest.** At such time as the Secured Obligations have been paid in full and the Credit Agreement has been terminated, the Agent shall, at Pledgor's expense, execute and deliver to Pledgor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted thereunder and hereunder.

6. **Acknowledgment.** Pledgor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Financing Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. **Collateral Document, Etc.** This Agreement is a Security Document and a Financing Document executed pursuant to the Credit Agreement and shall (unless otherwise

expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

8. **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York and applicable federal laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, as of the day and year first above written.

Pledgor:

MEDASSETS INSOURCE, INC.

Attest:

By:

Name:

Title:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

By:

Name:

Title:

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

**BANC OF AMERICA COMMERCIAL
FINANCE CORPORATION, as Agent**

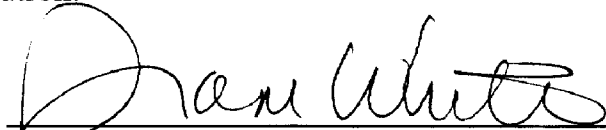
By: 
Name: William Harper
Title: Vice President

STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

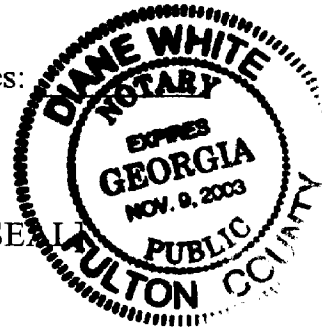
Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 4th day of February, 2000, personally appeared John A. Bardis, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Chief Executive Officer of MEDASSETS INSOURCE, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My commission expires:

[NOTARIAL SEAL]

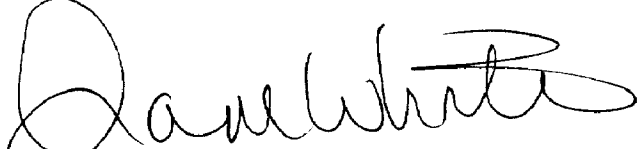


STATE OF GEORGIA

COUNTY OF FULTON

CERTIFICATE OF ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, on this 4th day of February, 2000, personally appeared William Harper, to me known personally, and who, being by me duly sworn, deposes and says that (s)he is the Vice President of BANC OF AMERICA COMMERCIAL FINANCE CORPORATION, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and said officer acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

My commission expires:



[NOTARIAL SEAL]

Attachment 1

Item A. Trademarks.

<u>Name</u>	<u>Registration Number</u>	<u>Registration Date</u>
Power Connection	1818822	2/1/94
Purchase Connection	1451230	8/4/87

Item B. Trademark Licenses.

None