

4-15-02

04-15-2002



102055760

To the Honorable Commissioner of Patents and Trademarks  
Please record the attached original documents or copy thereof.

EO-51-ab

1. Name of conveying party:

**PlanVista Solutions, Inc.**  
(f/k/a National Preferred Provider Network, Inc.)

2. Name and address of receiving party:

**WACHOVIA BANK, NATIONAL ASSOCIATION**  
(f/k/a First Union National Bank)  
One Wachovia Center, TW-10  
301 S. College Street  
Charlotte, NC 28288-0608

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date: April 12, 2002

4. Application numbers and trademark registration numbers:

A. Trademark Application Nos.  
76/223,215  
76/222,916

B. Trademark Registration Nos.

APR 16 2002  
10 11 16 AM '02

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

Brad Groatman  
Legal Assistant  
O'Melveny & Myers LLP  
1650 Tysons Boulevard, Suite 1150  
McLean, Virginia 22102

6. Total number of applications and registrations involved: 2

7. Total fee: \$65

8. Deposit Account Number: N/A

04/16/2002 6TON11 00000029 76223215

01 FC:481  
02 FC:482

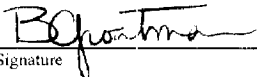
40.00 DP  
25.00 DP

TC1:467356.1

**TRADEMARK**  
**REEL: 002482 FRAME: 0676**

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 document.

Brad Groatman  
Name of Person Signing

  
Signature

April 12, 2002  
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 2

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, PLANVISTA SOLUTIONS, INC. (f/k/a NATIONAL PREFERRED PROVIDER NETWORK, INC.),** a New York corporation ("Grantor"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS,** PlanVista Corporation, a Delaware corporation (f/k/a HealthPlan Services Corporation) ("PVC") and PlanVista Solutions, Inc., a New York corporation (f/k/a National Preferred Provider Network, Inc.) ("PVSI") (PVC and PVSI being collectively referred to herein as the "Borrowers" and sometimes individually as a "Borrower") have entered into a Third Amended and Restated Credit Agreement dated as of April 12, 2002 (said Third Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "Credit Agreement") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), and Wachovia Bank, National Association (f/k/a First Union National Bank) ("Wachovia"), as Administrative Agent for the Lenders (in such capacity, "Secured Party") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to restructure certain credit facilities outstanding thereunder; and

**WHEREAS,** each Borrower may from time to time enter, or may from time to time have entered, into one or more Hedging Agreements (collectively, the "Lender Hedging Agreements") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedging Agreements are entered into (in such capacity, collectively, "Interest Rate Hedgers"); and

**WHEREAS,** the Borrowers have issued a promissory note dated as of April 12, 2002 in the original principal amount of \$64,000.00 in favor of Wachovia (in such capacity, "Agent Noteholder") representing accrued and unpaid agency fees due to Agent Noteholder under the Existing Agreement (as such note may be amended, restated, supplemented or otherwise modified from time to time, the "Agent Note"), and it is desired that the obligations of the Borrowers under the Agent Note be secured hereunder; and

**WHEREAS,** the Borrowers have issued a promissory note dated as of April 12, 2002 in the original principal amount of \$184,872.00 in favor of Wachovia as agent, for the benefit of the lenders (the "Existing Lender Payees") named therein (in such capacity, "Agent Payee"; the Interest Rate Hedgers, Agent Noteholder, Existing Lender Payees and Agent Payee being hereinafter collectively referred to as the "Benefited Parties") representing a portion of accrued and unpaid interest with respect to the Existing Loans under the Existing Agreement (as such note may be amended, restated, supplemented or otherwise modified from time to time, the "Additional Note"; any Lender Hedging Agreement, the Agent Note and the Additional Note

EXECUTION

being hereinafter collectively referred to as the "Benefited Party Documents"), and it is desired that the obligations of the Borrowers under the Additional Note be secured hereunder; and

[Insert if Grantor is a Subsidiary:] [WHEREAS, Grantor has executed and delivered that certain Third Amended and Restated Subsidiary Guaranty Agreement dated as of April 12, 2002 (said Third Amended and Restated Subsidiary Guaranty Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Subsidiary Guaranty Agreement") in favor of Secured Party for the benefit of Lenders and Benefited Parties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of each Borrower under the Credit Agreement and the other Loan Documents, all obligations of each Borrower under the Lender Hedging Agreements, including without limitation the obligation of each Borrower to make payments thereunder in the event of early termination thereof, and all obligations of each Borrower under the Agent Note and the Additional Note; and

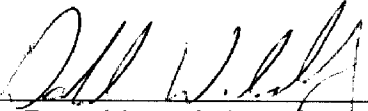
WHEREAS, pursuant to the terms of an Amended and Restated Security and Pledge Agreement dated as of April 12, 2002 (as amended, supplemented or otherwise modified from time to time, the "Security and Pledge Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 12<sup>th</sup> day of April, 2002.

**PLANVISTA SOLUTIONS, INC. (f/k/a  
NATIONAL NETWORK SERVICES, INC.)**

By: 

Name: Donald W. Schmeling

Title: Chief Financial Officer, Treasurer

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademarks/Service marks:

<b>Registered Owner</b>	<b>Description</b>	<b>Reg. Number</b>	<b>Reg. Date</b>
PlanVista Solutions, Inc.	PlanVista Solutions	76/223,215	Filed on 3/12/01
PlanVista Solutions, Inc.	PlanVista Solutions & Design	76/222,916	Filed on 3/12/01

GRANT OF TRADEMARK  
SECURITY INTEREST  
DC1:507458

Schedule A-1

EXECUTION

**RECORDED: 04/15/2002**

**TRADEMARK  
REEL: 002482 FRAME: 0681**