

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MultiPlan, Inc.		03/04/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	UBS AG, Stamford Branch, as Administrative Agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	company organized under the laws of Switzerland:

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1944456	CAREAWAY USA
Registration Number:	2270357	M
Registration Number:	1839584	MULTIPLAN

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-2276
Email:	LLevy@stblaw.com
Correspondent Name:	Alison Winick, 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:	094681/0019
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NAME OF SUBMITTER:	Lea B. Levy
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Total Attachments: 7
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of March 4, 2004 is made by MultiPlan, Inc. a New York corporation (the “Borrower”), in favor of UBS AG, Stamford Branch, a company organized under the laws of Switzerland, as Administrative Agent and Collateral Agent (the “Administrative Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of March 4, 2004 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders, the Administrative Agent, and the other agents parties thereto. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of March 4, 2004 in favor of the Administrative Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower 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 the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Administrative Agent and the Lenders, as follows:

SECTION 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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto),

to the Administrative Agent for the benefit of the Administrative Agent and the Lenders to secure payment, performance and observance of the Obligations.


SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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.

MULTIPLAN INC.

By: 
Name: Donald Rubin
Title: Chairman

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: _____
Name:
Title:

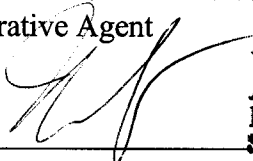
By: _____
Name:
Title:

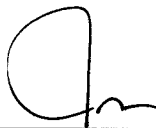
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MULTIPLAN, INC.

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: _____
Name: 
Title: **Wilfred V. Saint**
Associate Director
Banking Products
Services, US

By: _____
Name: 
Title: **Joselin Fernandes**
Associate Director
Banking Products
Services, US

STATE OF New York)
) ss
COUNTY OF New York)

On the 3rd day of March, 2004, before me personally came Donald Rubin, who is personally known to me to be the Chairman of MultiPlan, Inc. a New York corporation; who, being duly sworn, did depose and say that she/he is the Chairman in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Regina Blackmon
Notary Public

REGINA BLACKMON
Notary Public, State of New York
No. 01BL4980861
Qualified in Bronx County
Commission Expires 4-28-07

(PLACE STAMP AND SEAL ABOVE)

STATE OF Connecticut)
) ss
COUNTY OF Fairfield)


On the 3rd day of March, 2004, before me personally came Wilfred Saint, who is personally known to me to be ~~the~~ an officer of UBS AG, Stamford Branch, a Swiss banking corporation acting through its Connecticut licensed branch; who, being duly sworn, did depose and say that ~~she/he~~ is ~~the~~ a Director in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.


Notary Public
JUAN ZUNIGA
Notary Public
Connecticut
March 31, 2004

(PLACE STAMP AND SEAL ABOVE)

STATE OF Connecticut)
) ss
COUNTY OF Fairfield)

On the 3rd day of March, 2004, before me personally came Joselin Ferrandis, who is personally known to me to be ~~the~~ an officer of UBS AG, Stamford Branch, a Swiss banking corporation acting through its Connecticut licensed branch; who, being duly sworn, did depose and say that ~~she/he~~ is ~~the~~ an Associate Director in such company, the company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she/he acknowledged said instrument to be the free act and deed of said company.


Notary Public
JUAN ZUNIGA
Notary Public
Connecticut
March 31, 2004

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
CAREAWAY USA	1,944,456
M (Stylized)	2,270,357
MULTIPLAN	1,839,584