

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
Health EOS by Multiplan, Inc.		03/22/2005	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Administrative Agent and Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Connecticut-licensed branch of a Swiss banking corporation:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76152131	TOUCHPOINT PREFERRED	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7698		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mark Solomon, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Mark Solomon		
Signature:	/ms/		
Date:	04/29/2005		

OP \$40.00 76152131

Total Attachments: 6

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**TRADEMARK
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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of March ~~22~~, 2005 is made by HEALTH EOS BY MULTIPLAN, INC., a Wisconsin corporation (the "Obligor"), 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 MultiPlan, Inc., a New York corporation and the parent of the Obligor ("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.

W I T N E S S E T H:

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, the Obligor (formerly known as MultiPlan/Wisconsin Preferred Provider Network, Inc.), and certain other subsidiaries of the Borrower have 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 Obligor 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 Obligor 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 Obligor 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 Obligor 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 Obligor 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 Obligor 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.

HEALTH EOS BY MULTIPLAN, INC.

By: _____
Name: Bruce Lefco
Title: President

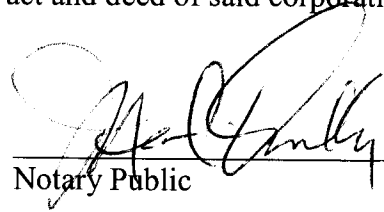
UBS AG, STAMFORD BRANCH,
as Administrative Agent and Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF)
) ss
COUNTY OF)

On the 22nd day of MARCH, 2005, before me personally came BRUCE LEFCA, who is personally known to me to be the PRESIDENT of Health EOS by MultiPlan, Inc., a Wisconsin corporation; who, being duly sworn, did depose and say that she/he is the PRESIDENT 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.



Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF)
) ss
COUNTY OF)

On the ____ day of _____, 2005, before me personally came _____, who is personally known to me to be the _____ 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 _____ 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

(PLACE STAMP AND SEAL ABOVE)

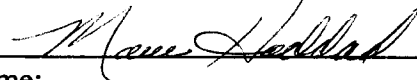
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HEALTH EOS BY MULTIPLAN, INC.

By: _____
Name:
Title:

UBS AG, STAMFORD BRANCH,
as Administrative Agent and Collateral Agent

By:  _____
Name: **Edward Cripps**
Title: **Director
Banking Products
Services, US**

By:  _____
Name: **Marie A. Haddad**
Title: **Associate Director
Banking Products
Services, US**

STATE OF CONNECTICUT)
) ss
COUNTY OF FAIRFIELD)

On the 15th day of April, 2005, before me personally came MARIE A. HADDAD, who is personally known to me to be an associate director 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 is an associate director in such company, the company described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that she acknowledged said instrument to be the free act and deed of said company.



Notary Public

My Commission Expires 6/30/08

(PLACE STAMP AND SEAL ABOVE)

STATE OF CONNECTICUT)
) ss
COUNTY OF FAIRFIELD)

On the 15th day of April, 2005, before me personally came EDWARD CRIPPS, who is personally known to me to be a director of UBS AG, Stamford Branch, a Swiss banking corporation acting through its Connecticut licensed branch; who, being duly sworn, did depose and say that he is a director in such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that he acknowledged said instrument to be the free act and deed of said company.


Notary Public

(PLACE STAMP AND SEAL ABOVE)
My Commission Expires 6/30/08

SCHEDULE A

U.S. Trademarks Registrations and Applications

<u>Trademark</u>	<u>Registration or Serial Number</u>
TOUCHPOINT PREFERRED	76/152,131