

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Private Healthcare Systems, Inc.		10/18/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners, L.P., as Collateral Agent		
Street Address:	85 Broad Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1477965	PHCS	
Registration Number:	1510383	PHCS PRIVATE HEALTHCARE SYSTEMS	
Registration Number:	2774116	PHCS PRIVATE HEALTHCARE SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2122995600		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Matthew Mayer		
Signature:	/Matthew Mayer/		

CH \$90.00 1477965

Date:

10/24/2006

Total Attachments: 5

source=privatehealth_goldmansachs#page2.tif

source=privatehealth_goldmansachs#page3.tif

source=privatehealth_goldmansachs#page4.tif

source=privatehealth_goldmansachs#page5.tif

source=privatehealth_goldmansachs#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "*IP Security Agreement Supplement*") dated October 18, 2006, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Goldman Sachs Credit Partners L.P., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MultiPlan, Inc, a New York corporation (as surviving entity of the Merger), has entered into a Credit Agreement dated as of April 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with MultiPlan Acquisition Holdings Corp., a Delaware corporation, certain Lenders party thereto and Goldman Sachs Credit Partners L.P., as Collateral Agent and Administrative Agent (each as defined therein). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered a supplement to that certain Collateral Agreement dated April 12, 2006 made by Multiplan, Inc. and certain other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Collateral Agreement*") and Multiplan, Inc. and certain other Persons have executed and delivered that certain Intellectual Property Security Agreement dated April 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*").

WHEREAS, under the terms of the Collateral Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) all any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement Supplement is expressly subject to the terms and conditions of the Collateral Agreement and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Collateral Agreement.

SECTION 5. Governing Law. This IP Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

By: PRIVATE HEALTHCARE SYSTEMS, INC.

Name: ~~MARK TABAK~~ MARK TABAK

Title: CHIEF EXECUTIVE OFFICER & PRESIDENT

Address for Notices:

1100 Winter Street
Waltham, MA
02154

SCHEDULE A

Patents

None.

Trademarks

Registered Trade- marks/ Trademark Applications	Registrant	Registration/Application Number	Expiration Date
PHCS U.S.	Private Healthcare Systems, Inc.	1,477,965	
Private Healthcare Systems logo	Private Healthcare Systems, Inc.	1,510,383	
Private Healthcare Systems logo	Private Healthcare Systems, Inc.	2,774,116	

Registered Copyrights/Copyright Applications

None.