## 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
PLANVISTA CORPORATION		01/31/2008	CORPORATION: DELAWARE

#### **RECEIVING PARTY DATA**

Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent
Street Address:	222 N. LaSalle Street
Internal Address:	16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	178958913 l	NPPN NATIONAL PREFERRED PROVIDER NETWORK A MEDAVANT NETWORK
Serial Number:	78958905	NPPN

### CORRESPONDENCE DATA

Fax Number: (312)577-8756

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

312-577-8348 Phone:

Email: cheryle.stone@kattenlaw.com Correspondent Name: Cheryle Stone c/o Katten Muchin

525 West Monroe Street Address Line 1: Chicago, ILLINOIS 60661 Address Line 4:

ATTORNEY DOCKET NUMBER: 332658-00061

NAME OF SUBMITTER: Cheryle A. Stone

TRADEMARK

**REEL: 003710 FRAME: 0080** 

900098089

Signature:	/Cheryle A. Stone/	
Date:	02/01/2008	
Total Attachments: 5 source=MLCPlanVistaCorporationTrademarkSecurityAgreement#page1.tif source=MLCPlanVistaCorporationTrademarkSecurityAgreement#page2.tif source=MLCPlanVistaCorporationTrademarkSecurityAgreement#page3.tif source=MLCPlanVistaCorporationTrademarkSecurityAgreement#page4.tif source=MLCPlanVistaCorporationTrademarkSecurityAgreement#page5.tif		

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") made as of this 31st day of January, 2008 by PLANVISTA CORPORATION, a Delaware corporation ("Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (in such capacity, "Grantee"):

### WITNESSETH

WHEREAS, Coalition America, Inc., a Georgia corporation ("<u>CAI</u>"), PlanCare America, LLC, a Georgia limited liability company ("<u>PlanCare</u>"), CCB Acquisition, LLC, a Delaware limited liability company ("<u>CCB</u>"; CCB, CAI and PlanCare are referred to herein, individually and collectively, as the case may require, as the "<u>Borrower</u>"), Grantee and the Lenders from time to time party thereto are parties to a Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>") providing for the extensions of credit made or to be made to the Borrower by Lenders; and

WHEREAS, Grantor has guaranteed the Obligations of the Borrowers and the other Credit Parties to Grantee and the Lenders pursuant to the terms of a Guaranty of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") by Grantee and the other guarantors party thereto in favor of Grantee and the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement of even date herewith between Grantor, the other debtors party thereto and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Guaranty and the other Financing Documents.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

- 1. <u>Incorporation of Security Agreement; Defined Terms</u>. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.
- 2. <u>Grant and Reaffirmation of Grant of Security Interests</u>. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest and mortgage in Grantor's entire right, title and

interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
- 3. <u>GOVERNING LAW</u>. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.
  - Remainder of Page Intentionally Left Blank; Signature Page Follows -

IN WITNESS WHEREOF, Grantor has duly executed this Trademark Security Agreement as of the date first written above.

PLANVISTA CORPORATION, a Delaware

corporation

Name: Anthony Levinson Chief Financial Officer

Trademark Security Agreement - PlanVista Corporation

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent

Name:

Its:

: R. Thomas Ryan

al., a

aciri

Trademark Security Agreement - PlanVista Corporation

# **SCHEDULE A**

# TRADEMARK REGISTRATIONS

<u>Trademark</u>	Serial No.	Application Date	Registration Number	Registration Date
NPPN	78958905	08/23/2006	3223142	03/27/2007

Trademark Applications	Serial No.	Application Date
NPPN NATIONAL PREFERRED	78958913	08/23/2006
PROVIDER NETWORK A MEDAVANT		
NETWORK	1	

**RECORDED: 02/01/2008** 

 $Trademark\ Security\ Agreement-PlanV ista\ Corporation$