

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch, as Administrative Agent and Collateral Agent		04/12/2006	Banking corporation: SWITZERLAND
RECEIVING PARTY DATA			
Name:	Healtheos by Multiplan, Inc.		
Street Address:	18650 West Corporate Drive		
City:	Brookfield		
State/Country:	WISCONSIN		
Postal Code:	53008		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3204797	TOUCHPOINT PREFERRED	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	042754-0012		
NAME OF SUBMITTER:	Anna T Kwan		
Signature:	/Anna T Kwan/		

OP \$40.00 3204797

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**TRADEMARK
 REEL: 004259 FRAME: 0351**

Date:

08/11/2010

Total Attachments: 4

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PAYOFF LETTER

April 12, 2006

MultiPlan, Inc.
115 Fifth Avenue
New York, New York 10003

Attention: General Counsel

Ladies and Gentlemen:

Reference is hereby made to the Credit Agreement dated as of March 4, 2004 (as heretofore amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MultiPlan, Inc., a New York corporation (the "Borrower"), the several banks and other financial institutions or entities from time to time parties thereto (the "Lenders"), UBS AG, Stamford Branch, as administrative agent and collateral agent for the Lenders thereunder (in such capacities, the "Administrative Agent"), and the other agents parties thereto. All capitalized terms used herein that are defined in the Credit Agreement and that are not otherwise defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

This letter confirms that, if paid by wire transfer (together with notification to the Administrative Agent of the applicable federal funds wire reference number) of freely and immediately available funds to:

UBS AG
ABA #
For further credit to:
Account #
Reference:
Attention:

(the "Agent Account"), and received at the Agent Account by 2:00 p.m., New York City time, on April 12, 2006, the amount necessary to pay principal, interest and fees owing by the Borrower to the Administrative Agent and the Lenders under the Credit Agreement in the aggregate amount of (as described in more detail on Schedule 1 hereto, the "Payoff Amount") will have been paid.

This letter confirms that upon, and effective as of, the time of receipt by the Administrative Agent of the Payoff Amount in the manner described above (such time being referred to as the "Effective Time"):

(1) all indebtedness of the Borrower for credit extended under the Credit Agreement shall be fully paid and discharged;

(2) all unfunded commitments to make loans or otherwise extend credit to the Borrower under the Credit Agreement shall be terminated;

(3) all security interests and other liens granted to or held by the Administrative Agent for the benefit of the Lenders as security for such indebtedness (whether or not under the Loan Documents referred to in the Credit Agreement, and whether or not any other obligations of any other person are also secured thereby) shall be forever satisfied, released and discharged;

(4) all other obligations of the Borrower and the other Loan Parties under the Credit Agreement or any such Loan Documents shall be released and discharged, except only those that are specified in the Credit Agreement or any of the other Loan Documents as surviving that respective agreement's termination, which shall, as so specified, survive without prejudice and remain in full force and effect; and

(5) all Loan Documents shall terminate and have no further force or effect, except only those provisions that are specified in the Credit Agreement or any of such other Loan Documents as surviving that respective agreement's termination or the repayment of the loans and all other amounts payable under the Credit Agreement or any of such other Loan Documents. Such provisions shall, in each case, survive without prejudice and remain in full force and effect.

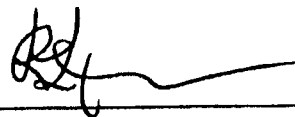
The Administrative Agent will deliver to the Borrower executed cancellation of security deed and such other instruments of release and discharge pertaining to the security interests and liens described in clause (3) above of the Administrative Agent in any of the property, real or personal, of the Borrower or any other Loan Party as the Borrower may reasonably request to effectuate, or reflect of public record, the release and discharge of all such security interests and liens. In addition, the Administrative Agent hereby authorizes the Borrower or the Borrower's designees, from and after the Effective Time, to file all Uniform Commercial Code termination statements as are necessary to effectuate, or reflect of public record, the release and discharge of such security interests and liens. The Administrative Agent will, from and after the Effective Time, deliver such other termination statements or documents as the Borrower may from time to time reasonably request to effectuate, or reflect of public record, the release and discharge of such security interests and liens. All of the foregoing shall be at the expense of the Borrower, with no liability to the Administrative Agent or any Lender, and with no representation or warranty by or recourse to the Administrative Agent or any Lender.

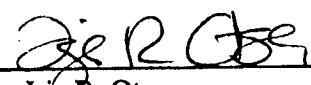
This letter agreement shall become effective only when signed by the Administrative Agent and accepted by the Borrower in the space provided below. Delivery of an executed signature page of this letter agreement by facsimile shall be effective as delivery of a manually executed counterpart hereof. This letter agreement shall become null and void if for any reason the Effective Time does not occur on or prior to April 12, 2006.

**THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED
IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

Very truly yours,

UBS AG, STAMFORD BRANCH, as Administrative
Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: Irja R. Otsa
Title: Associate Director

Accepted and Agreed to:

MULTIPLAN, INC.

By: _____
Name:
Title

**THIS LETTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED
IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

Very truly yours,

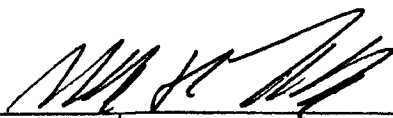
UBS AG, STAMFORD BRANCH, as Administrative
Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

Accepted and Agreed to:

MULTIPLAN, INC.

By: 
Name: Mark Tabak
Title Chief Executive Officer