

## 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           |
| MultiPlan Corp.  |  | 08/26/2010     | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA   |  |                |                       |
| Name:  | Barclays Bank PLC, as Administrative Agent |                |                       |
| Street Address:  | 745 Seventh Avenue                         |                |                       |
| City:  | New York                                   |                |                       |
| State/Country:   | NEW YORK                                   |                |                       |
| Postal Code:   | 10019                                      |                |                       |
| Entity Type:   | CORPORATION: UNITED KINGDOM                |                |                       |
| PROPERTY NUMBERS Total: 2  |  |                |                       |
| Property Type  | Number                                     | Word Mark      |                       |
| Registration Number:   | 2306337                                    | UP & UP        |                       |
| Registration Number:   | 2306338                                    | UP & UP        |                       |
| CORRESPONDENCE DATA  |  |                |                       |
| Fax Number:  | (202)408-3141                              |                |                       |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |  |                |                       |
| Phone:   | 800-927-9801 x2348                         |                |                       |
| Email:   | jpaterso@cscinfo.com                       |                |                       |
| Correspondent Name:  | Corporation Service Company                |                |                       |
| Address Line 1:  | 1090 Vermont Avenue NW, Suite 430          |                |                       |
| Address Line 4:  | Washington, DISTRICT OF COLUMBIA 20005     |                |                       |
| ATTORNEY DOCKET NUMBER:  | 492878-020                                 |                |                       |
| NAME OF SUBMITTER:   | Jean Paterson                              |                |                       |
| Signature:   | /jep/                                      |                |                       |
| Date:  | 08/27/2010                                 |                |                       |

TRADEMARK

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Total Attachments: 5

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**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

MultiPlan Corp.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation- State: Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) USA - Delaware

Additional names of conveying parties attached? ☐ Yes ☒ No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) August 26, 2010

- ☐ Assignment      ☐ Merger  
☒ Security Agreement      ☐ Change of Name  
☐ Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Barclays Bank PLC, as administrative agent

Internal

Address: \_\_\_\_\_

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA      Zip: 10019

- ☐ Association      Citizenship \_\_\_\_\_  
☐ General Partnership      Citizenship \_\_\_\_\_  
☐ Limited Partnership      Citizenship \_\_\_\_\_  
☒ Corporation      Citizenship United Kingdom  
☐ Other \_\_\_\_\_      Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)  
2,306,337 and 2,306,338

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY      Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- ☐ Authorized to be charged to deposit account  
☐ Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature: Maureen P. Murphy

Signature

August 26, 2010

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT dated as of August 26, 2010 (this "Agreement"), among MultiPlan Corp. (the "Grantor") and Barclays Bank PLC, as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of August 26, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Multiplan, Inc. (the "Borrower"), MPH Acquisition Corporation, MPH Merger Sub Corporation, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent and (b) the Collateral Agreement dated as of August 26, 2010 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

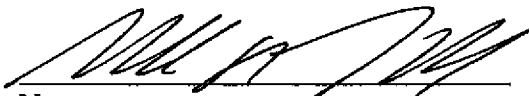
SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MULTIPLAN CORP.

By:

A handwritten signature in black ink, appearing to read 'Mark Tabak', written over a horizontal line.

Name: Mark Tabak

Title: President

BARCLAYS BANK PLC, as Administrative Agent

By   
Name: DIANE HOLFE  
Title: DIRECTOR

Schedule I

| <u>Loan Party</u> | <u>Registered Owner</u> | <u>Mark</u> | <u>Registration /<br/>Application<br/>Number</u> |
|-------------------|-------------------------|-------------|--|
| MultiPlan Corp.   | MultiPlan Corp.         | UP & UP     | 2,306,337  |
| MultiPlan Corp.   | MultiPlan Corp.         | UP & UP     | 2,306,338  |