

# 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
MedAssets, Inc.		11/16/2010	CORPORATION: DELAWARE
The Broadlane Group Inc.		11/16/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as collateral agent		
Street Address:	745 Seventh Ave. 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 50			
Property Type	Number	Word Mark	
Registration Number:	3012917	ABN MANAGER	
Registration Number:	2954798	ABN MANAGER PRO	
Registration Number:	3458086	ACCURO	
Registration Number:	3458085	ACCURO BUSINESS TECHNOLOGY FOR HEALTHCARE.	
Registration Number:	2852497	ALLIANCE DECISION SUPPORT	
Registration Number:	2852498	ALLIANCE FOR FINANCIAL MANAGEMENT	
Registration Number:	3183815	CAREPRICER	
Registration Number:	2939754	CDM INFORMANT	
Registration Number:	3034215	CDM MANAGER	
Registration Number:	3422296	CDM MASTER	
Registration Number:	1761648	CDQUICK	
Registration Number:	2555846	CLAIMSHOP	
Registration Number:	2959445	CMS INFORMANT	

900176188

TRADEMARK  
 REEL: 004409 FRAME: 0524

CH \$1265.00 3012917

Registration Number:	2337928	CODECORRECT
Registration Number:	3039967	CODECORRECT COACH
Registration Number:	3160078	CROSSWALK
Registration Number:	2276562	HARVEST
Registration Number:	2937812	INFORMANT
Registration Number:	3561625	IRP
Registration Number:	3017282	KNOWLEDGEASSIST
Registration Number:	2939752	KNOWLEDGESOURCE
Registration Number:	2939753	KNOWLEDGESOURCE PRO
Registration Number:	2719216	MEDASSETS
Registration Number:	3037675	MEDASSETS
Registration Number:	3243234	MEDASSETS NET REVENUE SYSTEMS
Registration Number:	3043515	MED ASSETS REVENUE SOLUTIONS NET REVENUE SYSTEMS
Registration Number:	2718148	MEDGICIAN
Registration Number:	3182517	MERGE TECHNOLOGY
Registration Number:	2829237	MY.ALLIANCE
Registration Number:	3218416	NRS
Registration Number:	3403518	PATIENT FRIENDLY ESTIMATES
Registration Number:	3554733	RAPID RESERVES
Registration Number:	2939749	REVENUEDASHBOARD
Registration Number:	2939748	REVENUESOURCE
Registration Number:	2552637	XACTIMED
Registration Number:	3045369	BROADLANE
Registration Number:	2702277	BROADLINK
Registration Number:	3637670	BROADLANE
Registration Number:	3587086	ONRAMP
Registration Number:	3615119	BROADLANE WORKFORCE MANAGEMENT
Registration Number:	3678644	THE PREFERENCE GROUP
Registration Number:	3020060	SYMBIO
Registration Number:	3048908	
Registration Number:	3062262	SYMBI
Registration Number:	3190920	SYMBIO SOLUTIONS
Registration Number:	3044836	SYMBIO SOLUTIONS
Registration Number:	3845772	WFX

Serial Number:	85106830	VELOCITY
Serial Number:	77925587	PROLUCENT
Serial Number:	77834015	LEAN HEALTHCARE EXCHANGE

#### CORRESPONDENCE DATA

Fax Number: (202)756-9299

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

Phone: 212-701-3345

Email: david.adams@thomsonreuters.com

Correspondent Name: James P Murphy

Address Line 1: 80 Pine St

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:

David Adams

Signature:

/david adams thomsonreuters/

Date:

11/23/2010

#### Total Attachments: 10

source=1 MedAssets Executed Trademark Security Agreement#page3.tif  
source=1 MedAssets Executed Trademark Security Agreement#page4.tif  
source=1 MedAssets Executed Trademark Security Agreement#page5.tif  
source=1 MedAssets Executed Trademark Security Agreement#page6.tif  
source=1 MedAssets Executed Trademark Security Agreement#page7.tif  
source=1 MedAssets Executed Trademark Security Agreement#page8.tif  
source=1 MedAssets Executed Trademark Security Agreement#page9.tif  
source=1 MedAssets Executed Trademark Security Agreement#page10.tif  
source=1 MedAssets Executed Trademark Security Agreement#page11.tif  
source=1 MedAssets Executed Trademark Security Agreement#page12.tif

## **TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of November 16, 2010, by MEDASSETS, INC., MEDASSETS NET REVENUE SYSTEMS, LLC (successor in interest to Avega Health Care Systems, LLC), and THE BROADLANE GROUP, INC. (the "Grantors"), in favor of BARCLAYS BANK PLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

### **W I T N E S S E T H:**

WHEREAS, each Grantor is party to that certain Security Agreement dated as of November 16, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the grantors named therein in favor of the Collateral Agent, pursuant to which each Grantor is required to execute and deliver to the Collateral Agent this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound hereby, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement used herein have the respective meanings assigned thereto in the in the Credit Agreement or the Security Agreement, in each case, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor:

- (a) registered Trademarks of such Grantor listed on Schedule I attached hereto; and
- (b) all products and Proceeds of any of the foregoing (together with (a), collectively, the "Trademarks").

SECTION 3. The Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with, or otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the applicable Trademarks under this Trademark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interest in the applicable Trademarks.

**SECTION 5. GOVERNING LAW; JURISDICTION; VENUE; WAIVER OF JURY TRIAL; CONSENT TO SERVICE OF PROCESS.**

**(A) THE TERMS OF SECTIONS 10.14 AND 10.15 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION OF JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

**(B) EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 6.01 OF THE SECURITY AGREEMENT. NOTHING IN THIS TRADEMARK SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW.**

SECTION 6. Waivers; Amendments; Modifications. Neither this Trademark Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.01 of the Credit Agreement and subject to Section 6.02 of the Security Agreement.

SECTION 7. Notices; Communications. All communications and notices under this Trademark Security Agreement shall be in writing and given as provided in Section 6.01 of the Security Agreement.

SECTION 8. Counterparts; Effectiveness. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering to the other party hereto one or more counterparts. Delivery by facsimile or other electronic communication of an executed counterpart (including portable document format (PDF)) of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to each Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that such Grantor shall not have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by the Security Agreement or the Credit Agreement.

[Signature pages follow]

MEDASSETS, INC.

By: 

Name: L. Neil Hunn

Title: Executive Vice President, Chief  
Financial Officer and President  
of Revenue Cycle Technology

Signature Page - Trademark Security Agreement (MedAssets, Inc.)

**TRADEMARK**  
**REEL: 004409 FRAME: 0529**

MEDASSETS NET REVENUE SYSTEMS, LLC  
(successor in interest to Avega Health  
Systems, LLC)

By: 

Name: L. Neil Hunn

Title: President, Revenue Cycle Technology  
Segment and Secretary

Signature Page - Trademark Security Agreement (MedAssets Net Revenue Systems, LLC)

**TRADEMARK**  
**REEL: 004409 FRAME: 0530**

THE BROADLANE GROUP, INC.

By: 

Name: L. Neil Hunn

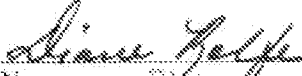
Title: President

Signature Page - Trademark Security Agreement (The Broadlane Group, Inc.)

**TRADEMARK**  
**REEL: 004409 FRAME: 0531**





BARCLAYS BANK PLC,  
as Collateral Agent

By:   
Name: DIANE HOLFE  
Title: DIRECTOR

Signature Page - Trademark Security Agreement

Schedule I  
to  
**TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
MedAssets, Inc.	3012917	ABN MANAGER
MedAssets, Inc.	2954798	ABN MANAGER PRO
MedAssets, Inc.	3458086	 ACCURO
MedAssets, Inc.	3458085	 Business technology for healthcare. ACCURO Business Technology for Healthcare
MedAssets, Inc.	2852497	ALLIANCE DECISION SUPPORT
MedAssets, Inc.	2852498	ALLIANCE FOR FINANCIAL MANAGEMENT
MedAssets, Inc.	3183815	CAREPRICER
MedAssets, Inc.	2939754	CDM INFORMANT
MedAssets, Inc.	3034215	CDM MANAGER
MedAssets, Inc.	3422296	CDM MASTER
MedAssets, Inc.	1761648	CDQuick
MedAssets, Inc.	2555846	CLAIMSHOP
MedAssets, Inc.	2959445	CMS INFORMANT
MedAssets, Inc.	2337928	CODECORRECT
MedAssets, Inc.	3039967	CODECORRECT COACH
MedAssets, Inc.	3160078	CROSSWALK
MedAssets, Inc.	2276562	HARVEST
MedAssets, Inc.	2937812	INFORMANT
MedAssets, Inc.	3561625	IRP
MedAssets, Inc.	3017282	KNOWLEDGEASSIST
MedAssets, Inc.	2939752	KNOWLEDGESOURCE
MedAssets, Inc.	2939753	KNOWLEDGESOURCE PRO
MedAssets, Inc.	2719216	MedAssets
MedAssets, Inc.	3037675	MedAssets Logo Design
MedAssets, Inc.	3243234	MEDASSETS NET REVENUE

MedAssets, Inc.	3043515
MedAssets, Inc.	2718148
MedAssets, Inc.	3182517
Avega Health Systems, LLC	2829237
MedAssets, Inc.	3218416
MedAssets, Inc.	3403518
MedAssets, Inc.	3554733
MedAssets, Inc.	2939749
MedAssets, Inc.	2939748
MedAssets, Inc.	2552637
The Broadlane Group, Inc.	3045369
The Broadlane Group, Inc.	2702277
The Broadlane Group, Inc.	3637670
The Broadlane Group, Inc.	3587086
The Broadlane Group, Inc.	3615119
The Broadlane Group, Inc.	3678644
The Broadlane Group, Inc.	3020060
The Broadlane Group, Inc.	3048908

The Broadlane Group, Inc.	3062262
---------------------------	---------

The Broadlane Group, Inc.	3190920
---------------------------	---------

The Broadlane Group, Inc.	3044836
The Broadlane Group, Inc.	3845772

SYSTEMS  
 MedAssets Net Revenue Systems  
 Logo Design  
 MEDGICIAN  
 MERGE TECHNOLOGY  
 MY.ALLIANCE  
 NRS  
 PATIENT FRIENDLY  
 ESTIMATES  
 RAPID RESERVES  
 REVENUEDASHBOARD  
 REVENUESOURCE  
 XactiMed  
 BROADLANE  
 BROADLINK  
 BROADLANE  
 ONRAMP  
 BROADLANE WORKFORCE  
 MANAGEMENT  
 THE PREFERENCE GROUP  
 SYMBIO



symbi

symbio  
solutions

SYMBIO SOLUTIONS  
WFX

#### Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
The Broadlane Group, Inc.	85106830	Velocity <sup>1</sup>
The Broadlane Group, Inc.	77925587	Prolucent <sup>2</sup>
The Broadlane Group, Inc.	77834015	Lean Healthcare Exchange <sup>3</sup>

<sup>1</sup> Pending.

<sup>2</sup> Published.

<sup>3</sup> Published.

**OTHER TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION/APPLICATION NUMBER</u>	<u>COUNTRY</u>	<u>TRADEMARK</u>
The Broadlane Group, Inc. <sup>4</sup>	TMA586340	Canada	BROADLANE
The Broadlane Group, Inc.	001811249	Community Trademarks	BROADLANE
The Broadlane Group, Inc. <sup>5</sup>	4503597	Japan	BROADLANE
The Broadlane Group, Inc. <sup>6</sup>	1789697	China (People's Republic)	BROADLANE
The Broadlane Group, Inc..	200103038	Hong Kong	BROADLANE
The Broadlane Group, Inc.	4100074314	Republic of Korea	BROADLANE
The Broadlane Group, Inc.	00157562	Taiwan	BROADLANE
The Broadlane Group, Inc.	00162732	Taiwan	BROADLANE

U.S. State Trademarks:

<u>OWNER</u>	<u>REGISTRATION/APPLICATION NUMBER</u>	<u>STATE</u>	<u>TRADEMARK</u>
The Broadlane Group, Inc. <sup>7</sup>	10133772	Nebraska	PROLUCENT WORKFORCE MANAGEMENT

The  
Broadlane  
Group,  
Inc.<sup>8</sup>

N/A

Louisiana PROLUCENT  
WORKFORCE  
MANAGEMENT

The  
Broadlane  
Group,  
Inc.<sup>9</sup>

10132367

Nebraska THE  
PREFERENCE  
GROUP

Domain Names:

broadlane.com  
broadlane.net  
broadlane.tv  
broadlaneaccess.com  
broadlaneaccess.net  
broadlanefocus.com  
broadlanefocus.net  
broadlanegroup.com  
broadlaneworkforcemanagement.com  
broadlaneworkforcemanagement.net  
bypower.com  
livegroupbuy.com  
mailbroadlane.com  
onrampbroadlane.com  
preferenceconsulting.com  
preferencegroup.com  
prolucent.com  
thebroadlanegroup.com  
thepreferencegroup.com  
hpp.bz  
Healthcareperformancepartners.com  
Leanhealthcareexchange.com  
broadlaneuniversity.com  
sybiosolutions.com  
helpequipmentplanning.com