

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MedAssets, Inc.		12/13/2012	CORPORATION: DELAWARE
The Broadlane Group, Inc.		12/13/2012	CORPORATION: DELAWARE
Healthcare Performance Partners, Inc.		12/13/2012	CORPORATION: DELAWARE
MedAssets Insurance Solutions, LLC		12/13/2012	LIMITED LIABILITY COMPANY: DELAWARE
MedAssets Supply Chain Systems, LLC		12/13/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	500 Stanton Christiana Rd, Fl. 3, Ops 2
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713-2107
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 46

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

OP \$1165.00 3012917

Registration Number:	3422296	CDM MASTER
Registration Number:	1761648	CDQUICK
Registration Number:	2555846	CLAIMSHOP
Registration Number:	2959445	CMS INFORMANT
Registration Number:	4213037	MEDASSETS CONNECT
Registration Number:	4189995	MEDASSETS CENTRAL
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:	1722535	THE TRAVEL AGENCY BY HSCA
Registration Number:	2718148	MEDGICIAN
Registration Number:	3182517	MERGE TECHNOLOGY
Registration Number:	3218416	NRS
Registration Number:	3403518	PATIENT FRIENDLY ESTIMATES
Registration Number:	3554733	RAPID RESERVES
Registration Number:	2939749	REVENUEDASHBOARD
Registration Number:	1638600	THE LABORATORY PROGRAM BY HSCA
Registration Number:	1656422	THE PHARMACY PROGRAM BY HSCA
Registration Number:	3960011	LEAN HEALTHCARE EXCHANGE
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:	3845772	WFX
Registration Number:	3190920	SYMBIO SOLUTIONS
Registration Number:	3884283	PROLUCENT

	85673013	MEDASSETS MA
Serial Number:	85413803	CMS INFORMANT

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-314-2392
 Email: david.adams@thomsonreuters.com
 Correspondent Name: James P. Murphy, Legal Assistant
 Address Line 1: 80 Pine Street
 Address Line 2: Cahill Gordon & Reindel LLP
 Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	James P. Murphy
Signature:	/David Adams TR/
Date:	12/17/2012

Total Attachments: 16
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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):

MedAssets, Inc.

- Individual(s)
- Partnership
- Corporation- State: DE
- Other _____

Citizenship (see guidelines) US - DE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 12/13/2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent

Street Address: 500 Stanton Christiana Rd, Fl. 3, Ops 2

City: Newark

State: DE

Country: USA Zip: 19713-2107

- Individual(s) Citizenship _____
- Association Citizenship US - FED
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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) Text

SEE SCHEDULE I

B. Trademark Registration No.(s)

SEE SCHEDULE I

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: James 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) 314-2392

Docket Number: _____

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

46

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:

James P. Murphy
Signature
JAMES P. MURPHY

December 14, 2012

Date

Name of Person Signing

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

16

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

ADDITIONAL NAMES OF CONVEYING PARTIES (In connection with Item 1 of
Trademarks Recordation Form Cover Sheet):

The Broadlane Group, Inc.
Delaware Corporation
Citizenship – US-DE

Healthcare Performance Partners, Inc.
Delaware Corporation
Citizenship – US-DE

MedAssets Insurance Solutions, LLC
Delaware LLC
Citizenship – US-DE

MedAssets Supply Chain Systems, LLC
Delaware LLC
Citizenship – US-DE

TRADEMARK SECURITY AGREEMENT (SHORT FORM)

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 13, 2012, by MEDASSETS, INC., THE BROADLANE GROUP, INC., HEALTHCARE PERFORMANCE PARTNERS, INC. (successor in interest to HPP Acquisition, Inc.), MEDASSETS INSURANCE SOLUTIONS, LLC and MEDASSETS SUPPLY CHAIN SYSTEMS, LLC (each, a “Grantor” and collectively, the “Grantors”), in favor of JPMORGAN CHASE BANK, N.A., 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 December 13, 2012 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the grantors defined therein and the Collateral Agent, 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 and used herein have the respective meanings assigned thereto 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 as otherwise required pursuant to, Section 6.12 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the liens on and security interests in the applicable Trademarks under this Trade-

mark Security Agreement and any other documents required to evidence the termination of the Collateral Agent's interests in the applicable Trademarks.

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

(A) THE TERMS OF SECTION 10.14 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 Grantor or 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 each Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of each Grantor, the Collateral Agent and the other Secured Parties and their respective permitted successors and assigns, except that no Grantor shall 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: Charles O. Garner

Title: Executive Vice President and Chief
Financial Officer

[Trademark Security Agreement – Signature Page]

TRADEMARK
REEL: 004920 FRAME: 0396


THE BROADLANE GROUP, INC.

By 
Name: Charles O. Garner
Title: Executive Vice President and Chief
Financial Officer

[Trademark Security Agreement – Signature Page]


TRADEMARK
REEL: 004920 FRAME: 0397

**HEALTHCARE PERFORMANCE
PARTNERS, INC.**

By: 
Name: Jonathan H. Glenn
Title: Vice President and Secretary

MEDASSETS INSURANCE SOLUTIONS, LLC

By:
Name:
Title:

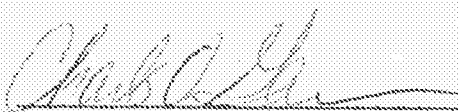

Charles O. Brown
SVP, CFO

**MEDASSETS SUPPLY CHAIN SYSTEMS,
LLC**

By:

Name:

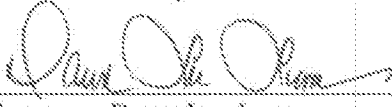
Title:


Charles A. Garner
SVP, CFO

[Trademark Security Agreement - Signature Page]

TRADEMARK
REEL: 004920 FRAME: 0400



JPMORGAN CHASE BANK, N.A.,
as Collateral Agent


By: 

Name: Dawn Lee Lum
Title: Executive Director

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	 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.	4213037	MEDASSETS CONNECT
MedAssets, Inc.	4189995	MEDASSETS CENTRAL
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 SYSTEMS

MedAssets, Inc.	1722535	THE TRAVEL AGENCY BY HSCA
MedAssets, Inc.	2718148	MEDGICIAN
MedAssets, Inc.	3182517	MERGE TECHNOLOGY
MedAssets, Inc.	3218416	NRS
MedAssets, Inc.	3403518	PATIENT FRIENDLY ESTIMATES
MedAssets, Inc.	3554733	RAPID RESERVES
MedAssets, Inc.	2939749	REVENUEDASHBOARD
MedAssets Supply Chain Systems, LLC	1638600	THE LABORATORY PROGRAM BY HSCA
MedAssets Supply Chain Systems, LLC	1656422	THE PHARMACY PROGRAM BY HSCA
HHP Acquisition, Inc.	3960011	LEAN HEALTHCARE EXCHANGE
The Broadlane Group, Inc.	3045369	BROADLANE
The Broadlane Group, Inc.	2702277	BROADLINK
The Broadlane Group, Inc.	3637670	BROADLANE
The Broadlane Group, Inc.	3587086	ONRAMP
The Broadlane Group, Inc.	3615119	BROADLANE WORKFORCE MANAGEMENT
The Broadlane Group, Inc.	3678644	THE PREFERENCE GROUP
The Broadlane Group, Inc.	3845772	WFX
The Broadlane Group, Inc.	3190920	
		
MedAssets, Inc.	3884283	Prolucent

Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
MedAssets, Inc.	85673013	MEDASSETS MA
MedAssets, Inc.	85413803	CMS INFORMANT

OTHER TRADEMARKS:

Registrations:

OWNER	REGISTRATION/APPLICATION NUMBER	COUNTRY	TRADEMARK
The Broadlane Group, Inc. ¹	TMA586340	Canada	BROADLANE
The Broadlane Group, Inc.	001811249	Community Trade-marks	BROADLANE
The Broadlane Group, Inc. ²	4503597	Japan	BROADLANE

¹ Record owner is Broadlane, Inc. Name change has been filed in this jurisdiction in August 2010.

² Record owner is Broadlane, Inc. Name change has been filed in this jurisdiction in August 2010.

The Broadlane Group, Inc. ³	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. ⁴	10133772	Nebraska	PROLUCENT WORKFORCE MANAGEMENT
The Broadlane Group, Inc. ⁵	622804	Louisiana	PROLUCENT WORKFORCE MANAGEMENT
The Broadlane Group, Inc. ⁶	10132367	Nebraska	THE PREFERENCE GROUP
The Broadlane Group, Inc.	1796304	Ohio	THE PREFERENCE GROUP
The Broadlane Group, Inc.	624896	Louisiana	THE PREFERENCE GROUP
The Broadlane Group, Inc.	1932556	Ohio	PROLUCENT WORKFORCE MANAGEMENT
MedAssets Insurance Solutions, LLC	28850900	North Dakota	MEDASSETS INSURANCE SERVICES

Domain Names:

broadlane.com
 broadlane.net
 broadlane.tv
 broadlaneaccess.com
 broadlaneaccess.net
 broadlanefocus.com
 broadlanefocus.net
 broadlanegroup.com
 broadlaneworkforcemanagement.com
 broadlaneworkforcemanagement.net

³ Record owner is Broadlane, Inc. Name change has been filed in this jurisdiction in August 2010.

⁴ Record owner is Broadlane, Inc.

⁵ Record owner is Broadlane, Inc.

⁶ Record owner is Broadlane, Inc.

buypower.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
symbiosolutions.com
helpequipmentplanning.com
helpequipmentplanning.com
medassets.com
medassets.us
medassets.info
medassets.org
medassets.biz
medassets.net
medassets.tv
accuriositiescatalog.com
accurohealth.com
accurohealth.net
accurohealth.org
accurohealthcare.com
accuroonline.com
apcgrouper.com
aspenhealthcare.com
avega.biz
avega.com
avega.info
avega.name
avega.net
avega.org
avega.tv
avega.us
broadlanesurveys.com
buleancourse.com
carepricer.com
carepricer.net
cdmfocus.com
cdmsg.com
cdmtoolbox.com
chargemasters.com
claimshop.com

claimshop.net
codecorrect.com
comparehospitalprices.com
dominicirvine.com
drgfocus.com
drggrouper.com
healthcarebusinesssummit.biz
healthcarebusinesssummit.com
healthcarebusinesssummit.net
healthcaretransparency.org
healthdatafocus.com
helpintl.com
hospitalprices.com
ihsinfo.com
imacs.com
imacssupport.com
innovativehealthsolutions.com
inobis.com
irp.com
irpsys.com
irpweb.com
irpweb.net
irpweb.org
leanhealthcareperformance.com
leanhealthcarepowerday.com
leanhealthcarepowerday.net
macsperformance.com
macsperformance.net
manageyourvelocity.com
marinahealthsystem.com
marinahealthsystem.net
marinahealthsystem.org
md-x.com
medassets-nrs.com
medassets-nrs.net
medassets.name
medassetsexecutiveforum.com
medassetshhealthcarebusinesssummit.biz
medassetshhealthcarebusinesssummit.com
medassetshhealthcarebusinesssummit.net
medassetsuniversity.com
meddata-inc.com
mypatientaccount.com
nygrouper.com
osisys.net
osisystemsinc.com
spendop.com
staffingprolucent.com
sybiosolutions.biz
sybiosolutions.info
sybiosolutions.net

symbiosolutions.us
theimagemaker.com
tpms.com
triadhcc.com
velocityhealthcareanalytics.com
velocitynavigator.com
velocityonboard.com
velocityspend.com
velocityspendanalytics.com
wwwbroadlane.com
xactimed.com
clinicalcodingexpert.com
winstat.net