

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
Fairpay Solutions, Inc.		02/28/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	100 N. Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3199781	FAIRPAY	
Registration Number:	3172670	CHARGE VALIDATION ANALYSIS	
Registration Number:	3456184	FINDING THE FAIR COST OF CARE	
Registration Number:	3456183	FINDING THE FAIR COST OF HEALTHCARE	
Registration Number:	3235708	FAIRPAY SOLUTIONS	
Registration Number:	3059910	OUR CLIENTS PAY THE FAIR COST OF CARE!	
Registration Number:	4037938	KPN SERVICES	
Registration Number:	4397979	KNOWLEDGEABLE PROVIDER NEGOTIATION	
Serial Number:	85885735	SQUARE ONE SOLUTIONS	
Serial Number:	86057213	SQUARE 1 SOLUTIONS NEGOTIATING THE COST	
Serial Number:	85795607	FPS LONG TERM CARE AND EXTENDED STAY	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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via US Mail.

Phone: 800-927-9801 x 62348
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:	043487
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	03/06/2014

Total Attachments: 5

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of February 28, 2014, is made by Fairpay Solutions, Inc. (the "Grantor"), in favor of Bank of America, N.A., as collateral agent (the "Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the First Lien Credit Agreement, dated as of October 11, 2013 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Magellan Parent Corp. ("Holdings"), Mitchell International, Inc. ("Borrower"), MIH Parent, Inc. ("Company"), the Lenders party thereto and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Grantor, the Borrower and any Subsidiaries that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of October 11, 2013 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Agent for the benefit of the Agent and the Secured Parties continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Borrower and the Restricted Subsidiaries, and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with Holdings and/or its Subsidiaries, Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1051 and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

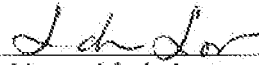
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

FAIRPAY SOLUTIONS, INC.,
as Grantor

By: 
Name: Alex Sun
Title: Chief Executive Officer and President

BANK OF AMERICA, N.A.
as Collateral Agent

By:



Name: Linda Lov

Title: AVP

[Signature Page to First Lien Trademark Security Agreement]

TRADEMARK
REEL: 005232 FRAME: 0105

SCHEDULE A

U.S. Trademark Registrations and Applications

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
Fairpay Solutions, Inc.		3,199,781	FAIRPAY
Fairpay Solutions, Inc.		3,172,670	CHARGE VALIDATION ANALYSIS
Fairpay Solutions, Inc.		3,456,184	FINDING THE FAIR COST OF CARE
Fairpay Solutions, Inc.		3,459,183	FINDING THE FAIR COST OF HEALTHCARE
Fairpay Solutions, Inc.		3,235,708	FAIRPAY SOLUTIONS
Fairpay Solutions, Inc.		3,059,910	OUR CLIENTS PAY THE <u>FAIR</u> COST OF CARE!
Fairpay Solutions, Inc.		4,037,938	KPN SERVICES
Fairpay Solutions, Inc.		4,397,979	KNOWLEDGEABLE PROVIDER NEGOTIATIONS
Fairpay Solutions, Inc.	85/885,735		SQUARE ONE SOLUTIONS
Fairpay Solutions, Inc.	86/057213		SQUARE 1 SOLUTIONS NEGOTIATING THE COST OF HEALTHCARE
Fairpay Solutions, Inc.	85/795,607		FPS LONG TERM CARE & EXTENDED STAY