

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM299931

|                              |                    |
|------------------------------|--------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT     |
| <b>NATURE OF CONVEYANCE:</b> | Security Agreement |

## CONVEYING PARTY DATA

| Name   | Formerly | Execution Date | Entity Type                         |
|--|----------|----------------|-------------------------------------|
| Admar Corporation  |          | 03/31/2014     | CORPORATION: CALIFORNIA             |
| Associates for Healthcare, Inc., a Wisconsin Corporation         |          | 03/31/2014     | CORPORATION: WISCONSIN              |
| Beech Street Corporation, a California Corporation               |          | 03/31/2014     | CORPORATION: CALIFORNIA             |
| MultiPlan, Inc., a New York Corporation                          |          | 03/31/2014     | CORPORATION: NEW YORK               |
| HealthEOS by Multiplan, Inc., a Wisconsin Corporation            |          | 03/31/2014     | CORPORATION: WISCONSIN              |
| National Care Network, LLC, a Delaware Limited Liability Company |          | 03/31/2014     | LIMITED LIABILITY COMPANY: DELAWARE |
| Private Healthcare Systems, Inc., a Delaware Corporation         |          | 03/31/2014     | CORPORATION: DELAWARE               |
| Texas True Choice, Inc., a Delaware Corporation                  |          | 03/31/2014     | CORPORATION: DELAWARE               |
| Viant Holdings, Inc., a Delaware Corporation                     |          | 03/31/2014     | CORPORATION: DELAWARE               |

## RECEIVING PARTY DATA

|                        |  |
|------------------------|--|
| <b>Name:</b>           | Barclays Bank PLC, as collateral agent |
| <b>Street Address:</b> | 745 Seventh Avenue                     |
| <b>City:</b>           | New York                               |
| <b>State/Country:</b>  | NEW YORK                               |
| <b>Postal Code:</b>    | 10019                                  |
| <b>Entity Type:</b>    | Bank: UNITED KINGDOM                   |

## PROPERTY NUMBERS Total: 25

| Property Type               | Number  | Word Mark      |
|-----------------------------|---------|----------------|
| <b>Registration Number:</b> | 1743504 | AHC            |
| <b>Registration Number:</b> | 3071061 | BEECH STREET   |
| <b>Registration Number:</b> | 3071065 | BEECH STREET   |
| <b>Registration Number:</b> | 2874997 | C2C            |
| <b>Registration Number:</b> | 1944456 | CAREAWAY USA   |
| <b>Registration Number:</b> | 3766362 | CONSUMER SCOPE |

TRADEMARK

| Property Type        | Number   | Word Mark                               |
|----------------------|----------|---|
| Registration Number: | 3310907  | ENTERPRICE                              |
| Registration Number: | 2993586  | HEALT EOS                               |
| Registration Number: | 3359415  | I                                       |
| Registration Number: | 3278182  | MED NETWORK                             |
| Registration Number: | 1952619  | MED NETWORK A MEMBER OF THE ADMAR GROUP |
| Registration Number: | 1839584  | MULTIPLAN                               |
| Registration Number: | 3456460  | MULTIPLAN NETWORK                       |
| Registration Number: | 3310937  | NCN                                     |
| Registration Number: | 3310938  | NCN                                     |
| Registration Number: | 1477965  | PHCS                                    |
| Registration Number: | 3736126  | PHCS SAVILITY                           |
| Registration Number: | 2689118  | PPONEXT                                 |
| Registration Number: | 3024096  | TRUECHOICE USA                          |
| Registration Number: | 3369309  | VALUEPOINT                              |
| Registration Number: | 3384174  | VALUEPOINT BY MULTIPLAN                 |
| Registration Number: | 3477608  | VIANT                                   |
| Registration Number: | 3548048  | VIANT HEALTH PAYMENT SOLUTIONS          |
| Serial Number:       | 86083050 | DATA ISIGHT                             |
| Serial Number:       | 86082989 | DATA ISIGHT                             |

#### 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.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

|                           |                                  |
|---------------------------|----------------------------------|
| <b>NAME OF SUBMITTER:</b> | Elaine Carrera, Legal Assistant  |
| <b>SIGNATURE:</b>         | /Marina Kelly, Thomson Reuters / |
| <b>DATE SIGNED:</b>       | 04/01/2014                       |

#### Total Attachments: 11

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Addendum to Cover Page of Trademarks Form Cover Sheet

1. Name of conveying party(ies)

Associates for Health Care, Inc., a Wisconsin Corporation  
Citizenship – US – Wisconsin

Beech Street Corporation, a California Corporation  
Citizenship – US – California

HealthEOS by Multiplan, Inc., a Wisconsin Corporation  
Citizenship – US – Wisconsin

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Multiplan, Inc., a New York Corporation  
Citizenship – US – New York

National Care Network, LLC, a Delaware Limited Liability Company  
Citizenship – US – Delaware

Private Healthcare Systems, Inc., a Delaware Corporation  
Citizenship – USA – Delaware

Texas True Choice, Inc., a Delaware Corporation  
Citizenship – USA – Delaware

Viant Holdings, Inc., a Delaware Corporation  
Citizenship – USA – Delaware

## TRADEMARK SECURITY AGREEMENT

**This TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of March 31, 2014, is made in by the Grantors (as identified below), in favor of Barclays Bank PLC, as the Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”).

**WHEREAS, Admar Corporation**, a California corporation, **Associates for Health Care, Inc.**, a Wisconsin corporation, **Beech Street Corporation**, a California corporation, **HealthEOS by Multiplan, Inc.**, a Wisconsin corporation, **Multiplan, Inc.**, a New York corporation, **National Care Network, LLC**, a Delaware limited liability company, **Private Healthcare Systems, Inc.**, a Delaware corporation, **Texas True Choice, Inc.**, a Delaware corporation, **Viant Holdings, Inc.**, a Delaware corporation, (collectively, the “**Grantors**”), own the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantors are party to a Security Agreement dated as of 31 of March, 2014 (the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantors to the Collateral Agent pursuant to the Security Agreement, Grantors hereby grant to the Collateral Agent a security interest in all of each Grantor’s right, title and interest in and to the following, (collectively, the “**Trademark Collateral**”):

- (i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);
- (ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ADMAR CORPORATION  
ASSOCIATES FOR HEALTH CARE, INC.  
HEALTHEOS BY MULTIPLAN, INC.  
PRIVATE HEALTHCARE SYSTEMS, INC.  
TEXAS TRUE CHOICE, INC.  
VIANT HOLDINGS, INC.  
MULTIPLAN, INC.

By: David L. Redmond  
Name: David L. Redmond  
Title: Executive Vice President, Chief Financial  
Officer, Treasurer and Secretary

NATIONAL CARE NETWORK, LLC

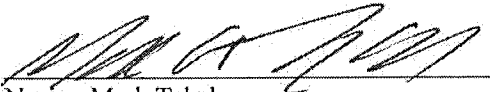
By: \_\_\_\_\_  
Name: Mark Tabak  
Title: President and Chief Executive Officer

**IN WITNESS WHEREOF**, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ADMAR CORPORATION  
ASSOCIATES FOR HEALTH CARE, INC.  
HEALTHEOS BY MULTIPLAN, INC.  
PRIVATE HEALTHCARE SYSTEMS, INC.  
TEXAS TRUE CHOICE, INC.  
VIANT HOLDINGS, INC.  
MULTIPLAN, INC.**

By: \_\_\_\_\_  
Name: David L. Redmond  
Title: Executive Vice President, Chief Financial  
Officer, Treasurer and Secretary

**NATIONAL CARE NETWORK, LLC**

By:  \_\_\_\_\_  
Name: Mark Tabak  
Title: President and Chief Executive Officer



**BEECH STREET CORPORATION**

By: David L. Redmond

Name: David L. Redmond

Title: Executive Vice President, Chief Financial  
Officer, Treasurer and Secretary

Accepted and Agreed:

**BARCLAYS BANK PLC,**  
as the Collateral Agent

By: 


Name: Ritam Bhalla

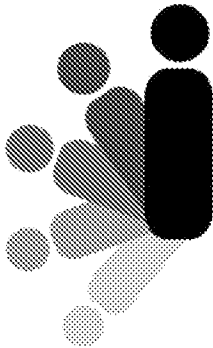


Title: Director

[Signature Page to Form of Trademark Security Agreement]

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**U.S. FEDERAL TRADEMARK REGISTRATIONS AND APPLICATIONS**

| Registered Owner                    | Trademark Description  | Application No. /<br>Appl. Date | Registration No. /<br>Reg. Date |
|-------------------------------------|--|---------------------------------|---------------------------------|
| ASSOCIATES FOR<br>HEALTH CARE, INC. | AHC  | 74275959<br>5/18/1992           | 1743504<br>12/29/1992           |
| VIANI HOLDINGS,<br>INC.             | BEECH STREET<br>  | 78600253<br>4/1/2005            | 3071061<br>3/21/2006            |
| VIANI HOLDINGS,<br>INC.             | BEECH STREET   | 78600398<br>4/1/2005            | 3071065<br>3/21/2006            |
| VIANI HOLDINGS,<br>INC.             | C2C  | 78296527<br>9/5/2003            | 2874997<br>8/17/2004            |
| MULTIPLAN, INC.                     | CAREAWAY USA   | 74353357<br>1/28/1993           | 1944456<br>12/26/1995           |
| NATIONAL CARE<br>NETWORK, LLC       | CONSUMER SCOPE   | 77705132<br>4/2/2009            | 3766362<br>3/30/2010            |
| NATIONAL CARE<br>NETWORK, LLC       | DATA ISIGHT<br> | 86083050<br>10/4/2013           |                                 |
| NATIONAL CARE<br>NETWORK, LLC       | DATA ISIGHT  | 86082989<br>10/4/2013           |                                 |
| MULTIPLAN, INC.                     | ENTERPRICE   | 77069162<br>12/21/2006          | 3310907<br>10/16/2007           |
| HEALTHEOS BY<br>MULTIPLAN, INC.     | HEALTHEOS  | 76357328<br>1/9/2002            | 2993586<br>9/13/2005            |

| Registered Owner                 | Trademark Description  | Application No. / Appl. Date | Registration No. / Reg. Date |
|----------------------------------|--|------------------------------|------------------------------|
| MULTIPLAN, INC.                  | I<br>           | 77177377<br>5/10/2007        | 3359415<br>12/25/2007        |
| MULTIPLAN, INC.                  | MED NETWORK<br> | 78816239<br>2/16/2006        | 3278182<br>8/7/2007          |
| ADMAR CORPORATION                | MED NETWORK A MEMBER OF THE ADMAR GROUP  | 74573322<br>9/14/1994        | 1952619<br>1/30/1996         |
| MULTIPLAN, INC.                  | MULTIPLAN  | 74410481<br>7/9/1993         | 1839584<br>6/14/1994         |
| MULTIPLAN, INC.                  | MULTIPLAN NETWORK  | 77157808<br>4/16/2007        | 3456460<br>7/1/2008          |
| NATIONAL CARE NETWORK, LLC       | NCN<br>       | 77070624<br>12/22/2006       | 3310937<br>10/16/2007        |
| NATIONAL CARE NETWORK, LLC       | NCN  | 77070627<br>12/22/2006       | 3310938<br>10/16/2007        |
| PRIVATE HEALTHCARE SYSTEMS, INC. | PHCS   | 73635217<br>12/12/1986       | 1477965<br>2/23/1988         |
| MULTIPLAN, INC.                  | PHCS SAVILITY  | 77668591<br>2/11/2009        | 3736126<br>1/12/2010         |
| BEECH STREET CORPORATION         | PPO NEXT   | 76126535<br>9/12/2000        | 2689118<br>2/18/2003         |
| TEXAS TRUE CHOICE, INC.          | TRUE CHOICE USA  | 76506468<br>4/14/2003        | 3024096<br>12/6/2005         |

| Registered Owner         | Trademark Description              | Application No. /<br>Appl. Date | Registration No. /<br>Reg. Date |
|--------------------------|------------------------------------|---------------------------------|---------------------------------|
| MULTIPLAN, INC.          | VALUEPOINT                         | 78849699<br>3/30/2006           | 3369309<br>1/15/2008            |
| MULTIPLAN, INC.          | VALUEPOINT BY<br>MULTIPLAN         | 77101141<br>2/7/2007            | 3384174<br>2/19/2008            |
| VIAANT HOLDINGS,<br>INC. | VIAANT                             | 77172864<br>5/4/2007            | 3477608<br>7/29/2008            |
| VIAANT HOLDINGS,<br>INC. | VIAANT HEALTH<br>PAYMENT SOLUTIONS | 77379865<br>1/24/2008           | 3548048<br>12/16/2008           |