

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM370874

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	First Lien Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MedAssets, Inc.		01/27/2016	CORPORATION: DELAWARE
MedAssets Performance Management Solutions, Inc.		01/27/2016	CORPORATION: DELAWARE
SG-2, LLC		01/27/2016	LIMITED LIABILITY COMPANY: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as 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 STATES		
<b>PROPERTY NUMBERS Total: 37</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3045369	BROADLANE	
<b>Registration Number:</b>	3884283	PROLUCENT	
<b>Registration Number:</b>	3845772	WFX	
<b>Registration Number:</b>	3637670	BROADLANE	
<b>Registration Number:</b>	3678644	THE PREFERENCE GROUP	
<b>Registration Number:</b>	1638600	THE LABORATORY PROGRAM BY HSCA	
<b>Registration Number:</b>	4471746	MEDASSETS MA	
<b>Registration Number:</b>	4213037	MEDASSETS CONNECT	
<b>Registration Number:</b>	4189995	MEDASSETS CENTRAL	
<b>Registration Number:</b>	3183815	CAREPRICER	
<b>Registration Number:</b>	3403518	PATIENT FRIENDLY ESTIMATES	
<b>Registration Number:</b>	3160078	CROSSWALK	
<b>Registration Number:</b>	3037675	MEDASSETS	
<b>Registration Number:</b>	3017282	KNOWLEDGEASSIST	
<b>Registration Number:</b>	3034215	CDM MANAGER	
<b>Registration Number:</b>	3012917	ABN MANAGER	

OP \$940.00 3045369

Property Type	Number	Word Mark
Registration Number:	2954798	ABN MANAGER PRO
Registration Number:	2939754	CDM INFORMANT
Registration Number:	2937812	INFORMANT
Registration Number:	2939753	KNOWLEDGESOURCE PRO
Registration Number:	2939752	KNOWLEDGESOURCE
Registration Number:	2939749	REVENUEDASHBOARD
Registration Number:	3422296	CDM MASTER
Registration Number:	2555846	CLAIMSHOP
Registration Number:	3243234	MEDASSETS NET REVENUE SYSTEMS
Registration Number:	2719216	MEDASSETS
Registration Number:	2852498	ALLIANCE FOR FINANCIAL MANAGEMENT
Registration Number:	2852497	ALLIANCE DECISION SUPPORT
Registration Number:	2276562	HARVEST
Registration Number:	1761648	CDQUICK
Registration Number:	1722535	THE TRAVEL AGENCY BY HSCA
Registration Number:	3960011	LEAN HEALTHCARE EXCHANGE
Registration Number:	2956998	SG2
Registration Number:	2975739	IMPACT OF CHANGE
Registration Number:	3097321	THE EDGE
Registration Number:	4643924	MA
Serial Number:	86803404	REDUCE TOTAL COST OF CARE. ENHANCE OPERA

#### CORRESPONDENCE DATA

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Email:** michael.barys@thomsonreuters.com

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

**Address Line 1:** 80 Pine Street

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

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

<b>NAME OF SUBMITTER:</b>	Elaine Carrera
<b>SIGNATURE:</b>	/Michael Barys/
<b>DATE SIGNED:</b>	01/28/2016

#### Total Attachments: 7

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of January 27, 2016, is made by MedAssets, Inc., MedAssets Performance Management Solutions and SG-2, LLC (each, a “Grantor” and collectively, the “Grantors”), in favor of Barclays Bank PLC (in its individual capacity, “Barclays”), as Agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of January 27, 2016, (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among MedAssets, Inc., a Delaware corporation (the “Borrower”), Barclays, as Agent for the several financial institutions from time to time party thereto (collectively, the “Lenders” and individually each a “Lender”), and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to a First Lien Guaranty and Security Agreement, dated as of January 27, 2016 in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), each Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder and to induce the Cash Management Banks and Secured Swap Providers to perform their obligations under Secured Cash Management Agreements and Secured Rate Contracts, respectively, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks referred to on Schedule I hereto;
- (b) all renewals of the foregoing; and
- (c) all goodwill associated with the foregoing.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this First Lien Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This First Lien Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this First Lien Trademark Security Agreement, including, without limitation, its validity, interpretation, construction, performance and enforcement (including, without limitation, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

MEDASSETS, INC.,  
as Grantor

By: 

Name: Anthony Colaluca

Title: Executive Vice President and Chief  
Financial Officer

SG-2, LLC,  
as Grantor

By: 

Name: Christopher Logsdon

Title: Responsible Officer

MEDASSETS PERFORMANCE  
MANAGEMENT SOLUTIONS, INC.,  
as Grantor

By: 

Name: Christopher Logsdon

Title: Responsible Officer

ACCEPTED AND AGREED  
as of the date first above written:

BARCLAYS BANK PLC,  
as Agent

By: 

Name: Christopher R. Lee

Title: Vice President

SCHEDULE I  
TO  
FIRST LIEN TRADEMARK SECURITY AGREEMENT

**Trademarks:**

	Owner	Trademark	Serial No. Filing Date	Reg. No. Reg. Date
1.	MedAssets Performance Management Solutions, Inc.	BROADLANE	78490979 09/28/2004	3045369 01/17/2006
2.	MedAssets Performance Management Solutions, Inc.	PROLUCENT	77925587 02/02/2010	3884283 11/30/2010
3.	MedAssets Performance Management Solutions, Inc.	WFX	77566192 09/09/2008	3845772 09/07/2010
4.	MedAssets Performance Management Solutions, Inc.	BROADLANE	77456788 04/24/2008	3637670 06/16/2009
5.	MedAssets Performance Management Solutions, Inc.	THE PREFERENCE GROUP	77539863 08/05/2008	3678644 09/08/2009
6.	MedAssets Performance Management Solutions, Inc.	THE LABORATORY PROGRAM BY HSCA	74061620 05/22/1990	1638600 03/19/1991
7.	MedAssets, Inc.	MEDASSETS MA	85673013 07/10/2012	4471746 01/21/2014
8.	MedAssets, Inc.	MEDASSETS CONNECT	85498068 12/17/2011	4213037 09/25/2012
9.	MedAssets, Inc.	MEDASSETS CENTRAL	85498074 12/17/2011	4189995 08/14/2012
10.	MedAssets, Inc.	CAREPRICER	78809439 02/07/2006	3183815 12/12/2006
11.	MedAssets, Inc.	PATIENT FRIENDLY ESTIMATES	78930563 07/17/2006	3403518 03/25/2008
12.	MedAssets, Inc.	CROSSWALK	78449195 07/12/2004	3160078 10/17/2006
13.	MedAssets, Inc.	MEDASSETS	78418713 05/14/2004	3037675 01/03/2006
14.	MedAssets, Inc.	KNOWLEDGEASSIST	78304624 09/24/2003	3017282 11/22/2005
15.	MedAssets, Inc.	CDM MANAGER	78303061 09/19/2003	3034215 12/27/2005
16.	MedAssets, Inc.	ABN MANAGER	78303063 09/19/2003	3012917 11/08/2005
17.	MedAssets, Inc.	ABN MANAGER PRO	78303436 09/22/2003	2954798 05/24/2005
18.	MedAssets, Inc.	CDM INFORMANT	78303901 09/22/2003	2939754 04/12/2005
19.	MedAssets, Inc.	INFORMANT	78303899 09/22/2003	2937812 04/05/2005
20.	MedAssets, Inc.	KNOWLEDGESOURCE PRO	78303783 09/22/2003	2939753 04/12/2005



	<b>Owner</b>	<b>Trademark</b>	<b>Serial No. Filing Date</b>	<b>Reg. No. Reg. Date</b>
21.	MedAssets, Inc.	KNOWLEDGESOURCE	78303769 09/22/2003	2939752 04/12/2005
22.	MedAssets, Inc.	REVENUEDASHBOARD	78303066 09/19/2003	2939749 04/12/2005
23.	MedAssets, Inc.	CDM MASTER	77259904 08/20/2007	3422296 05/06/2008
24.	MedAssets, Inc.	CLAIMSHOP	76274788 06/21/2001	2555846 04/02/2002
25.	MedAssets, Inc.	MEDASSETS NET REVENUE SYSTEMS	76589024 04/29/2004	3243234 05/22/2007
26.	MedAssets, Inc.	MEDASSETS	76434782 07/26/2002	2719216 05/27/2003
27.	MedAssets, Inc.	ALLIANCE FOR FINANCIAL MANAGEMENT	76397024 04/16/2002	2852498 06/15/2004
28.	MedAssets, Inc.	ALLIANCE DECISION SUPPORT	76397023 04/16/2002	2852497 06/15/2004
29.	MedAssets, Inc.	HARVEST	75362976 09/25/1997	2276562 09/07/1999
30.	MedAssets, Inc.	CDQUICK	74298816 07/28/1992	1761648 03/30/1993
31.	MedAssets, Inc.	THE TRAVEL AGENCY BY HSCA	74223586 11/20/1991	1722535 10/06/1992
32.	MedAssets Performance Management Solutions, Inc.	LEAN HEALTHCARE EXCHANGE	77834015 09/24/2009	3960011 05/10/2011
33.	SG-2, LLC	SG2	78304835 09/24/2003	2956998 05/31/2005
34.	SG-2, LLC	IMPACT OF CHANGE	78306933 09/29/2003	2975739 07/26/2005
35.	SG-2, LLC	THE EDGE	78304930 09/24/2003	3097321 05/30/2006
36.	MedAssets, Inc.	MA	86164744 01/14/2014	4643924 11/25/2014
37.	MedAssets, Inc.	REDUCE TOTAL COST OF CARE. ENHANCE OPERATIONAL EFFICIENCY. ALIGN CLINICAL DELIVERY. IMPROVE REVENUE PERFORMANCE.	86803404 10/29/2015	