

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM381434

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MedAssets Net Revenue Systems, LLC		04/20/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3012917	ABN MANAGER	
Registration Number:	2954798	ABN MANAGER PRO	
Registration Number:	3183815	CAREPRICER	
Registration Number:	2939754	CDM INFORMANT	
Registration Number:	3034215	CDM MANAGER	
Registration Number:	3422296	CDM MASTER	
Registration Number:	2555846	CLAIMSHOP	
Registration Number:	3160078	CROSSWALK	
Registration Number:	2276562	HARVEST	
Registration Number:	2937812	INFORMANT	
Registration Number:	3017282	KNOWLEDGEASSIST	
Registration Number:	2939752	KNOWLEDGESOURCE	
Registration Number:	2939753	KNOWLEDGESOURCE PRO	
Registration Number:	3403518	PATIENT FRIENDLY ESTIMATES	
Registration Number:	2939749	REVENUEDASHBOARD	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

OP \$390.00 3012917

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 & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/21/2016

Total Attachments: 6

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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 Net Revenue Systems, LLC

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC-DE _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) April 20, 2016

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other First Lien Security Agreement

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Barclays Bank PLC, as Agent

Street Address: 745 Seventh Avenue

City: New York

State: NY

Country: USA Zip: 10019

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

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: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

15

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:

Elaine Carrera
Signature

April 21, 2016

Date

Elaine Carrera

Name of Person Signing

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

6

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

FIRST LIEN TRADEMARK SECURITY AGREEMENT

THIS FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of April 20, 2016, is made by MedAssets Net Revenue Systems, LLC ("Grantor"), 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 April 20, 2016, (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Precyse Intermediate Holdings, LLC, Precyse Acquisition Corp., 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 April 20, 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"), Grantor has agreed to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which 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, 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. 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 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 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 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, 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 NET REVENUE SYSTEMS, LLC,
as Grantor

By: 

Name: Dennis Norman

Title: Chief Financial Officer

[Signature Page to First Lien Trademark Security Agreement -- MedAssets Net Revenue Systems, LLC]

ACCEPTED AND AGREED
as of the date first above written:

BARCLAYS BANK PLC,
as Agent

By: 

Name: Vanessa Kurbatskiy

Title: Vice President

SCHEDULE I
TO
FIRST LIEN TRADEMARK SECURITY AGREEMENT

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Owner	Trademark	Serial Number	Registration Number	Date Registered
MedAssets Net Revenue Systems, LLC	ABN MANAGER	78303063	3012917	11/08/2005
MedAssets Net Revenue Systems, LLC	ABN MANAGER PRO	78303436	2954798	05/24/2005
MedAssets Net Revenue Systems, LLC	CAREPRICER	78809439	3183815	12/12/2006
MedAssets Net Revenue Systems, LLC	CDM INFORMANT	78303901	2939754	04/12/2005
MedAssets Net Revenue Systems, LLC	CDM MANAGER	78303061	3034215	12/27/2005
MedAssets Net Revenue Systems, LLC	CDM MASTER	77259904	3422296	05/06/2008
MedAssets Net Revenue Systems, LLC	CLAIMSHOP	76274788	2555846	04/02/2002
MedAssets Net Revenue Systems, LLC	CROSSWALK	78449195	3160078	10/17/2006
MedAssets Net Revenue Systems, LLC	HARVEST	75362976	2276562	09/07/1999
MedAssets Net Revenue Systems, LLC	INFORMANT	78303899	2937812	04/05/2005
MedAssets Net Revenue Systems, LLC	KNOWLEDGEASSIST	78304624	3017282	11/22/2005
MedAssets Net Revenue Systems, LLC	KNOWLEDGESOURCE	78303769	2939752	04/12/2005
MedAssets Net Revenue Systems, LLC	KNOWLEDGESOURCE PRO	78303783	2939753	04/12/2005
MedAssets Net Revenue Systems, LLC	PATIENT FRIENDLY ESTIMATES	78930563	3403518	03/25/2008
MedAssets Net Revenue Systems, LLC	REVENUEDASHBOARD	78303066	2939749	04/12/2005

2. TRADEMARK APPLICATIONS

None.