

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM381571

| | | | |
|--|--------------------------------|----------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second 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 & Reindal LLP
Address Line 4: New York, NEW MEXICO 10005

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Elaine Carrera |
| SIGNATURE: | /Elaine Carrera/ |
| DATE SIGNED: | 04/22/2016 |

Total Attachments: 6

source=29. Precyse - Second Lien Trademark Security Agreement (MedAssets Net Revenue Systems, LLC)
#page1.tif

source=29. Precyse - Second Lien Trademark Security Agreement (MedAssets Net Revenue Systems, LLC)
#page2.tif

source=29. Precyse - Second Lien Trademark Security Agreement (MedAssets Net Revenue Systems, LLC)
#page3.tif

source=29. Precyse - Second Lien Trademark Security Agreement (MedAssets Net Revenue Systems, LLC)
#page4.tif

source=29. Precyse - Second Lien Trademark Security Agreement (MedAssets Net Revenue Systems, LLC)
#page5.tif

source=29. Precyse - Second Lien Trademark Security Agreement (MedAssets Net Revenue Systems, LLC)
#page6.tif

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 Second 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

Elaine Carrera

Name of Person Signing

April 21, 2016

Date

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

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND 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 Second 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 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 Second 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 Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their extensions of credit to the Borrower thereunder, 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 Second 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 Second 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 Second 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).

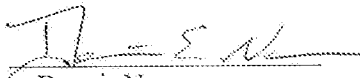
Section 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Second Lien Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Agent hereunder are subject to the terms of each applicable Customary Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and a Customary Intercreditor Agreement, the terms of such Customary Intercreditor Agreement shall govern. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall govern. In the event of any conflict or inconsistency between the terms of the Guaranty and Security Agreement and a Customary Intercreditor Agreement, the provisions of such Customary Intercreditor Agreement shall govern.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Second 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 Second 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
SECOND 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.