

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM387055

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Viant Holdings, Inc.		06/06/2016	Corporation: DELAWARE
MultiPlan, Inc.		06/06/2016	Corporation: NEW YORK
National Care Network, LLC		06/06/2016	Limited Liability Company: DELAWARE
HealthEOS by MultiPlan, Inc.		06/06/2016	Corporation: WISCONSIN
Private Healthcare Systems, Inc.		06/06/2016	Corporation: DELAWARE
Texas True Choice, Inc.		06/06/2016	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: 21

Property Type	Number	Word Mark
<b>Registration Number:</b>	3071061	BEECH STREET
<b>Registration Number:</b>	3071065	BEECH STREET
<b>Registration Number:</b>	3477608	VIANT
<b>Registration Number:</b>	1839584	MULTIPLAN
<b>Registration Number:</b>	1944456	CAREAWAY USA
<b>Registration Number:</b>	3310907	ENTERPRICE
<b>Registration Number:</b>	3359415	I
<b>Registration Number:</b>	3369309	VALUEPOINT
<b>Registration Number:</b>	3384174	VALUEPOINT BY MULTIPLAN
<b>Registration Number:</b>	3456460	MULTIPLAN NETWORK
<b>Registration Number:</b>	3736126	PHCS SAVILITY
<b>Serial Number:</b>	86655129	MEDCENTS
<b>Registration Number:</b>	3310937	NCN

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3310938	NCN
Registration Number:	3766362	CONSUMER SCOPE
Registration Number:	4665679	DATA ISIGHT
Registration Number:	4665680	DATA ISIGHT
Registration Number:	2993586	HEALTHEOS
Registration Number:	4894721	HEALTHEOS
Registration Number:	1477965	PHCS
Registration Number:	3024096	TRUECHOICE USA

**CORRESPONDENCE DATA**

**Fax Number:** 8004947512  
*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.*  
**Phone:** 202-370-4750  
**Email:** ipteam@nationalcorp.com  
**Correspondent Name:** Joanna McCall  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** National Corporate Research, LTD  
**Address Line 4:** Washington, D.C. 20005

<b>ATTORNEY DOCKET NUMBER:</b>	F163584
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	06/08/2016

**Total Attachments: 6**  
source=#88485282v1 - (Trademark Security Agreement)#page3.tif  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of June 7, 2016, among the Persons listed on the signature pages hereof (each a “Grantor” and collectively the “Grantors”), and BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “Collateral Agent”).

A. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Security Agreement, dated as of June 7, 2016 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”) among **POLARIS INTERMEDIATE CORP.**, a Delaware corporation (whose rights and obligations therein, after giving effect to the Internal Restructuring, will be assumed by the Surviving Company (as defined below)), **POLARIS MERGER SUB CORP.**, a Delaware corporation, which on the Closing Date shall be merged with and into MPH Acquisition Corp. 1, a Delaware corporation (the “Target”) (with the Target surviving such merger and with such merged company existing under the laws of the state of Delaware as the “Surviving Company”, whose rights and obligations therein, after giving effect to the Internal Restructuring, will be assumed by MPH Acquisition Holdings LLC, a Delaware limited liability company), each of the subsidiaries of MPH Acquisition Holdings LLC listed on Annex A thereto or that becomes a party thereto pursuant to Section 7.13 thereof (each such subsidiary, individually, a “Subsidiary Grantor” and, collectively, the “Subsidiary Grantors”), and the Collateral Agent.

B. The rules of construction and other interpretive provisions specified in Sections 1.2, 1.5, 1.6, 1.7, 1.8 and 1.11 of the Credit Agreement shall apply to this Trademark Security Agreement, including terms defined in the preamble and recitals hereto.

C. Pursuant to Section 4.4(e) of the Security Agreement, the Grantors have agreed to execute or otherwise authenticate and deliver this Trademark Security Agreement for recording the Security Interest granted under the Security Agreement to the Collateral Agent in such Grantors’ U.S. Recordable Intellectual Property with, as applicable, the United States Patent and Trademark Office (“USPTO”) or the United States Copyright Office (“USCO”), necessary to perfect the Security Interest hereunder in such U.S. Recordable Intellectual Property.

Accordingly, the Collateral Agent and the Grantors agree as follows:

SECTION 1. Grant of Security. The Grantors hereby grant to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantors’ right, title and interest in and to the United States trademark registrations and applications and exclusive licenses thereof (including all goodwill associated therewith or symbolized thereby), but excluding any “intent-to-use” trademark application filed with the USPTO prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, of such Grantors, including those set forth in Schedule A hereto, including all rights to sue at law or in equity for any past, present, or future infringement, misappropriation, dilution, violation, misuse or other impairment thereof or unfair competition therewith, to receive and collect injunctive or other equitable relief and damages and compensation, and to receive and collect Proceeds therefrom (collectively, the “Trademark Collateral”).

SECTION 2. Security for First Lien Obligations. The grant of a security interest in the Trademark Collateral by the Grantors under this Trademark Security Agreement secures the payment of all amounts that constitute part of the First Lien Obligations and would be owed to the Collateral Agent or the Secured Parties but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantors.

SECTION 3. Recordation. The Grantors authorize and request that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts (including by facsimile or other electronic transmission (i.e. a “pdf” or “tif”)), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

**SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

SECTION 7. Severability. Any provision of this Trademark Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and in the Security Agreement, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 7.2 of the Security Agreement. All communications and notices hereunder to the Grantors shall be given to it in care of the Borrower at the Borrower’s address set forth in Section 13.2 of the Credit Agreement (whether or not then in effect).

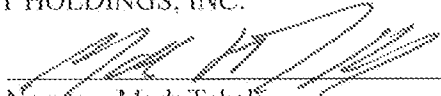
SECTION 9. Expenses. To the extent the Borrower would be required to do so pursuant to Section 13.5 of the Credit Agreement (whether or not then in effect) or any comparable provision of any Additional First Lien Agreement, the Grantors agree to reimburse the Collateral Agent for its reasonable and documented out-of-pocket expenses in connection with this Trademark Security Agreement, including the reasonable and documented fees, other charges and disbursements of counsel for the Collateral Agent.

[SIGNATURE PAGE FOLLOWS]

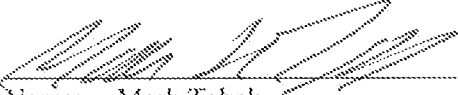
IN WITNESS WHEREOF, the Grantors and the Collateral Agent have duly executed this Trademark Security Agreement as of the day and year first above written.

GRANTORS

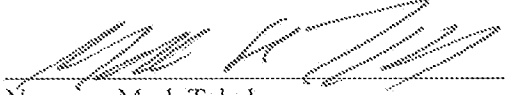
VIANT HOLDINGS, INC.

By:   
Name: Mark Tabak  
Title: President and CEO

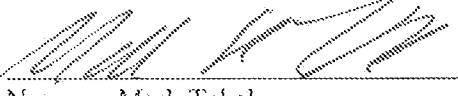
MULTIPLAN, INC.

By:   
Name: Mark Tabak  
Title: President and CEO

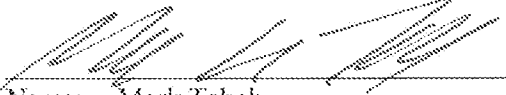
NATIONAL CARE NETWORK, LLC

By:   
Name: Mark Tabak  
Title: President and CEO

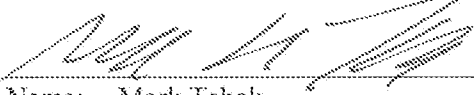
HEALTHEOS BY MULTIPLAN, INC.

By:   
Name: Mark Tabak  
Title: President and CEO

PRIVATE HEALTHCARE SYSTEMS, INC.

By:   
Name: Mark Tabak  
Title: President and CEO

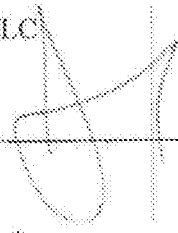
TEXAS TRUE CHOICE, INC.

By:   
Name: Mark Tabak  
Title: President and CEO

COLLATERAL AGENT

BARCLAYS BANK PLC

By: \_\_\_\_\_

A handwritten signature in dark ink, appearing to be 'John Skrobe', is written over a horizontal dotted line. The signature is stylized and somewhat cursive.


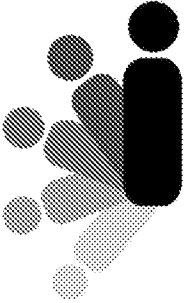
Name: John Skrobe  
Title: Managing Director



*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 005808 FRAME: 0989**

**SCHEDULE A**

U.S. Trademark Registrations and Trademark Applications

<b>Mark</b>	<b>Registration/Serial No.</b>	<b>Current Owner of Record</b>
BEECH STREET 	3071061	VARIANT HOLDINGS, INC.
BEECH STREET	3071065	VARIANT HOLDINGS, INC.
VARIANT	3477608	VARIANT HOLDINGS, INC.
MULTIPLAN	1839584	MULTIPLAN, INC.
CAREAWAY USA	1944456	MULTIPLAN, INC.
ENTERPRICE	3310907	MULTIPLAN, INC.
I and Design 	3359415	MULTIPLAN, INC.
VALUEPOINT	3369309	MULTIPLAN, INC.
VALUEPOINT BY MULTIPLAN	3384174	MULTIPLAN, INC.
MULTIPLAN NETWORK	3456460	MULTIPLAN, INC.
PHCS SAVILITY	3736126	MULTIPLAN, INC.

Mark	Registration/Serial No.	Current Owner of Record
MEDCENTS	86/655129	MULTIPLAN, INC.
NCN & DESIGN 	3310937	NATIONAL CARE NETWORK, LLC
NCN	3310938	NATIONAL CARE NETWORK, LLC
CONSUMER SCOPE	3766362	NATIONAL CARE NETWORK, LLC
DATA ISIGHT (Text)	4665679	NATIONAL CARE NETWORK, LLC
DATA ISIGHT (Text & Design) 	4665680	NATIONAL CARE NETWORK, LLC
HEALTHEOS	2993586	HEALTHEOS BY MULTIPLAN, INC.
HEALTHEOS	4894721	HEALTHEOS BY MULTIPLAN, INC.
PHCS	1477965	PRIVATE HEALTHCARE SYSTEMS, INC.
TRUECHOICE USA	3024096	TEXAS TRUE CHOICE, INC.