

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400104

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		09/28/2016	Bank: CANADA

RECEIVING PARTY DATA

Name:	Cotiviti Corporation
Street Address:	115 Perimeter Center Place, Suite 700
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3314787	RETRIEVER
Registration Number:	3314788	DECIPHER
Registration Number:	2898160	CLAIMSPPLUS
Registration Number:	3321720	BEYOND EXPECTATION
Registration Number:	3030049	SPENDGUARD
Registration Number:	3733592	CONNOLLY
Registration Number:	3743973	CONNOLLY HEALTHCARE
Registration Number:	4333970	POWERBARS
Registration Number:	4292405	DISCOVERY CONNECT
Registration Number:	4390494	IHEALTH TECHNOLOGIES
Registration Number:	3875113	INSPECTOR
Registration Number:	3905979	PPO PERFORMANCE REPORT
Registration Number:	2777040	THE ORIGINAL MANAGED CARE MANAGERS
Registration Number:	2826723	ECOM PPO.COM
Registration Number:	3923698	ORIGIN
Registration Number:	3923696	ECOM NAVIGATOR
Registration Number:	3692314	F.E.E.P.S. WELLNESS
Registration Number:	3716713	ECOM PPO ADVISORS THE SHORTEST DISTANCE
Registration Number:	3614704	ECOM PPO ADVISORS

OP \$740.00 3314787

Property Type	Number	Word Mark
Registration Number:	3705725	MEMBER LEVEL MATCHING
Registration Number:	3416318	MEMBER LEVEL PPO MANAGEMENT
Registration Number:	3314935	MEMBER LEVEL PPO SELECTION
Registration Number:	2632388	ECOM
Registration Number:	3220093	WHITE SPACE ELIMINATION
Registration Number:	2926062	VIRTUAL PPO
Registration Number:	3132743	VIRTUAL PPO
Serial Number:	85684859	CONNOLLYCONNECT
Serial Number:	85640937	CONNOLLY INSIGHT
Serial Number:	85623214	IHT

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com

Correspondent Name: Michael Violet

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	09/28/2016

Total Attachments: 6

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**RELEASE OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS RELEASE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (this "Release") is made as of September 28, 2016 (the "Effective Date"), by ROYAL BANK OF CANADA, as collateral agent (in such capacity, the "Collateral Agent"), in favor of COTIVITI CORPORATION, a Delaware limited liability company, (each, a "Grantor").

WHEREAS, under the terms of that certain Second Lien Pledge and Security Agreement, dated as of May 14, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by and among, *inter alios*, Cotiviti Intermediate, Inc., a Delaware corporation ("Holdings"), Cotiviti Corporation, a Delaware corporation (the "Top Borrower"), and the other borrowers party hereto (collectively, the "Borrowers"), the Subsidiary Parties (as defined in the Pledge and Security Agreement) from time to time party thereto (the foregoing, collectively, the "Grantors") and RBC, in its capacity as administrative agent and collateral agent for the Secured Parties (as defined in the Second Lien Credit Agreement, dated as of May 14 2014 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the "Second Lien Credit Agreement"), by and among, *inter alios*, Holdings, the Top Borrower, and the other Borrowers party thereto, the Lenders from time to time party thereto and RBC, in its capacities as administrative agent and collateral agent for the Lenders), the Grantors granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors;

WHEREAS, pursuant to the terms and conditions of the Pledge and Security Agreement and that certain Second Lien Intellectual Property Security Agreement, dated as of May 14, 2014 (the "Second Lien Intellectual Property Security Agreement"), each Grantor granted to the Collateral Agent a security interest in all such Grantor's right, title and interest in and to the following (the "Trademark Collateral"): (i) the the United States Trademark registrations and registration applications set forth on Schedule I hereto (the "Trademarks"), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Pledgor accruing thereunder or pertaining thereto; (iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and (iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Trademark Collateral of or arising from any of the foregoing.

WHEREAS, the Second Lien Intellectual Property Security Agreement was recorded with the Assignment Division of the U.S. Patent & Trademark Office on May 19, 2014, at Reel 5282 and Frame 0800;

WHEREAS, all of the obligations of the Grantors to release the Collateral Agent's security interest in the Trademark Collateral under the Pledge and Security Agreement and the Second Lien Intellectual Property Security Agreement have been satisfied and fulfilled or otherwise extinguished, and the parties seek to make record of the Collateral Agent's release to each Grantor of any and all of its security interest in the Patent Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Second Lien Intellectual Property Security Agreement, and hereby terminates, cancels, discharges, reassigns and releases any and all liens and security interests it has in, to and under:

(a) all of the Trademarks, including, without limitation, the trademarks and applications filed in connection therewith set forth on Schedule I hereto;

(b) all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantors accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Trademark Collateral of or arising from any of the foregoing.

If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, it hereby irrevocably re-assigns and re-transfers all such rights, title and interest to the applicable Grantors.

The Collateral Agent shall take all further actions, and provide to the Grantors and their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution, acknowledgement, procurement and delivery of any and all documents or other instruments), reasonably requested by the Grantors, and at the Grantors' cost and expense, to more fully and effectively effectuate the purposes of this Release.

The Collateral Agent authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Release.

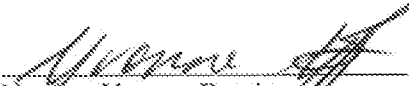
This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

ROYAL BANK OF CANADA,
as Collateral Agent,

By:


Name: Yvonne Brazier
Title: Manager, Agency Services

[Signature Page to Release of Trademarks]

TRADEMARK
REEL: 005886 FRAME: 0363

SCHEDULE I
to
RELEASE OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

UNITED STATES TRADEMARKS:

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
Cotiviti Corporation	3314787	RETRIEVER
Cotiviti Corporation	3314788	DECIPHER
Cotiviti Corporation	2898160	CLAIMSPPLUS
Cotiviti, LLC	3321720	BEYOND EXPECTATION
Cotiviti Corporation	3030049	SPENDGUARD
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Cotiviti Corporation	2826723	ECOM PPO.COM
Cotiviti Corporation	3923698	ORIGIN
Cotiviti Corporation	3923696	ECOM NAVIGATOR
Cotiviti Corporation	3692314	F.E.E.P.S. WELLNESS
Cotiviti Corporation	3716713	ECOM PPO ADVISORS The Shortest Distance Between You and Unrivaled PPO Savings, Analysis and Network Administration
Cotiviti Corporation	3614704	ECOM PPO ADVISORS
Cotiviti Corporation	3705725	MEMBER LEVEL MATCHING

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
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Cotiviti Corporation	3220093	WHITE SPACE ELIMINATION
iHT Services, LLC	2926062	VIRTUAL PPO
Cotiviti Corporation	3132743	VIRTUAL PPO

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	TRADEMARK
Cotiviti Corporation	85684859	CONNOLLYCONNECT
Cotiviti Corporation	85640937	CONNOLLY INSIGHT
iHT Services, LLC	85623214	IHT