

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM670198

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Viant Holdings, Inc.		08/24/2021	Corporation: DELAWARE
National Care Network, LLC		08/24/2021	Limited Liability Company: DELAWARE
Multiplan, Inc.		08/24/2021	Corporation: NEW YORK
Healtheos By Multiplan, Inc.		08/24/2021	Corporation: DELAWARE
Private Healthcare Systems, Inc.		08/24/2021	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wilmington Trust, National Association
<b>Street Address:</b>	50 South Sixth Street, Suite 1290
<b>City:</b>	Minneapolis
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55402
<b>Entity Type:</b>	Bank: UNITED STATES

## PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3071061	BEECH STREET
Registration Number:	3071065	BEECH STREET
Registration Number:	3766362	CONSUMER SCOPE
Registration Number:	4665680	DATA ISIGHT
Registration Number:	4665679	DATA ISIGHT
Registration Number:	3310907	ENTERPRICE
Registration Number:	2993586	HEALTHEOS
Registration Number:	4894721	HEALTHEOS
Registration Number:	3359415	I
Registration Number:	5329192	
Registration Number:	5800572	MEDCENTS
Registration Number:	1839584	MULTIPLAN
Registration Number:	5329431	MULTIPLAN
Registration Number:	3456460	MULTIPLAN NETWORK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3310938	NCN
Registration Number:	1477965	PHCS
Registration Number:	3369309	VALUEPOINT
Registration Number:	3384174	VALUEPOINT BY MULTIPLAN
Registration Number:	3477608	VIANT

**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.*

**Phone:** 2023704750

**Email:** ipteam@cogencyglobal.com

**Correspondent Name:** Jay daSilva

**Address Line 1:** 1025 Connecticut Ave., NW, Suite 712

**Address Line 2:** COGENY GLOBAL INC.

**Address Line 4:** Washington, D.C. 20036

**ATTORNEY DOCKET NUMBER:** 1458716 TM E

**NAME OF SUBMITTER:** Margot Tolley

**SIGNATURE:** /Margot Tolley/

**DATE SIGNED:** 08/25/2021

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of August 24, 2021 (this “Agreement”), among Viant Holdings, Inc., National Care Network, LLC, Multiplan, Inc., Healtheos By Multiplan, Inc., and Private Healthcare Systems, Inc. (each a “Grantor”) and Wilmington Trust, National Association. (“Wilmington Trust”) in its capacity as Notes Collateral Agent for the Secured Parties party to the Indenture referred to below (in such capacity, the “Notes Collateral Agent”).

WHEREAS, reference is made to (a) the Indenture dated as of August 24, 2021, (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among MPH Acquisition Holdings LLC, a Delaware limited liability company (the “Issuer”), the Guarantors party thereto and Wilmington Trust, as Trustee and Notes Collateral Agent and (b) the Security Agreement dated as of August 24, 2021 (the “Security Agreement”), by and among the Issuer, the Subsidiary Parties from time to time party thereto, the Additional Parties from time to time party thereto and the Notes Collateral Agent;

WHEREAS, each Grantor is willing to execute and deliver this Agreement as consideration for such extensions of credit.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Indenture, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Notes Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under any Trademarks now owned or at any time hereafter acquired by such Grantor, including those listed on Schedule I (the “Collateral”).

SECTION 3. Security Agreement. The Security Interest granted to the Notes Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Notes Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Notes Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. GOVERNING LAW. THIS 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 6. INTERCREDITOR AGREEMENT GOVERNS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIENS AND SECURITY INTERESTS GRANTED TO THE NOTES COLLATERAL AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE NOTES COLLATERAL AGENT WITH RESPECT TO ANY COLLATERAL HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL. SO LONG AS THE EQUAL PRIORITY INTERCREDITOR AGREEMENT IS OUTSTANDING, THE REQUIREMENT OF THIS AGREEMENT OR ANY OTHER NOTES DOCUMENT TO DELIVER COLLATERAL TO THE NOTES COLLATERAL AGENT (OR ANY REPRESENTATION OR WARRANTY HAVING THE EFFECT OF REQUIRING THE SAME) SHALL BE DEEMED SATISFIED (OR ANY SUCH REPRESENTATION OR WARRANTY SHALL BE DEEMED TRUE BY DELIVERY OF SUCH COLLATERAL TO THE CONTROLLING COLLATERAL AGENT AS BAILEE OF, AND BEHALF OF, THE NOTES COLLATERAL AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

SECTION 7. Concerning the Notes Collateral Agent. Wilmington Trust, National Association is entering into this Agreement solely in its capacity as Notes Collateral Agent under the Indenture and shall be entitled to all of the rights, privileges and immunities granted to the Notes Collateral Agent under the Indenture as if such rights, privileges and immunities were set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**VIANT HOLDINGS, INC.,** as Grantor

By: *David F. Redmond*  
Name: David Redmond  
Title: Executive Vice President, Chief Financial Officer, Treasurer & Secretary

**NATIONAL CARE NETWORK, LLC,**  
as Grantor

By: *David F. Redmond*  
Name: David Redmond  
Title: Treasurer & Secretary

**MULTIPLAN, INC.,**  
as Grantor

By: *David F. Redmond*  
Name: David Redmond  
Title: Executive Vice President, Chief Financial Officer, Treasurer & Secretary

**HEALTHEOS BY MULTIPLAN, INC.,**  
as Grantor

By: *David F. Redmond*  
Name: David Redmond  
Title: Executive Vice President, Chief Financial Officer, Treasurer & Secretary

**PRIVATE HEALTHCARE SYSTEMS, INC.,**  
as Grantor

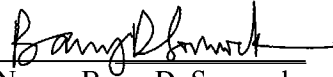
By: *David F. Redmond*  
Name: David Redmond  
Title: Executive Vice President, Chief Financial Officer, Treasurer & Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 007403 FRAME: 0334**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**

as the Notes Collateral Agent



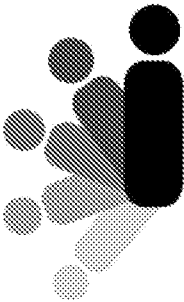
By: 


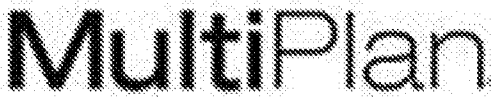
Name: Barry D. Somrock

Title: Vice President

**SCHEDULE I**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Mark	Jurisdiction	Serial/Registration Number	Current Owner of Record
BEECH STREET 	US	3071061	VIANI HOLDINGS, INC.
BEECH STREET	US	3071065	VIANI HOLDINGS, INC.
CONSUMER SCOPE	US	3766362	NATIONAL CARE NETWORK, LLC
DATA ISIGHT (Text & Design) 	US	4665680	NATIONAL CARE NETWORK, LLC
DATA ISIGHT (Text)	US	4665679	NATIONAL CARE NETWORK, LLC
ENTERPRICE	US	3310907	MULTIPLAN, INC.
HEALTHEOS	US	2993586	HEALTHEOS BY MULTIPLAN, INC.
HEALTHEOS	US	4894721	HEALTHEOS BY MULTIPLAN, INC.
I and Design 	US	3359415	MULTIPLAN, INC.

Mark	Jurisdiction	Serial/Registration Number	Current Owner of Record
3 Finger Bug 	US	5329192	MULTIPLAN, INC.
MEDCENTS	US	5800572	MULTIPLAN, INC.
MULTIPLAN	US	1839584	MULTIPLAN, INC.
	US	5329431	MULTIPLAN, INC.
MULTIPLAN NETWORK	US	3456460	MULTIPLAN, INC.
NCN	US	3310938	NATIONAL CARE NETWORK, LLC
PHCS	US	1477965	PRIVATE HEALTHCARE SYSTEMS, INC.
VALUEPOINT	US	3369309	MULTIPLAN, INC.
VALUEPOINT BY MULTIPLAN	US	3384174	MULTIPLAN, INC.
VIANT	US	3477608	VIANT HOLDINGS, INC.