

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670200

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	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: WISCONSIN
Private Healthcare Systems, Inc.		08/24/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Lending Partners LLC
Street Address:	200 West Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10282
Entity Type:	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 D
NAME OF SUBMITTER:	Margot Tolley
SIGNATURE:	/Margot Tolley/
DATE SIGNED:	08/25/2021

Total Attachments: 6

- source=D - #94906218v1 - (Trademark SA (Final) (MultiPlan))#page2.tif
- source=D - #94906218v1 - (Trademark SA (Final) (MultiPlan))#page3.tif
- source=D - #94906218v1 - (Trademark SA (Final) (MultiPlan))#page4.tif
- source=D - #94906218v1 - (Trademark SA (Final) (MultiPlan))#page5.tif
- source=D - #94906218v1 - (Trademark SA (Final) (MultiPlan))#page6.tif
- source=D - #94906218v1 - (Trademark SA (Final) (MultiPlan))#page7.tif

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. (the "Grantor") and Goldman Sachs Lending Partners LLC ("Goldman Sachs") in its capacity as Collateral Agent for the Secured Parties party to the Credit Agreement referred to below (in such capacity, the "Collateral Agent").

WHEREAS, reference is made to (a) the Credit Agreement, dated as of August 24, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MPH Acquisition Corp 1, a Delaware corporation ("Holdings"), MPH Acquisition Holdings LLC, a Delaware limited liability company (the "Borrower"), the Co-Obligors from time to time party thereto, the Lenders and Letter of Credit Issuers from time to time party thereto and Goldman Sachs, as Administrative Agent, Collateral Agent and Swingline Lender; and (b) the Security Agreement, dated as of August 24, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among Holdings, the Borrower, each of the Subsidiary Guarantors of the Borrower from time to time party thereto, the Additional Parties from time to time party thereto and the Collateral Agent;

WHEREAS, the Lenders, the Swingline Lender and the Letter of Credit Issuers have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement; and

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 Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the 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 Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the 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 AGENT FOR THE BENEFIT OF THE SECURED PARTIES PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE 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 CREDIT DOCUMENT TO DELIVER COLLATERAL TO THE 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 SUCH TERM IS DEFINED IN THE EQUAL PRIORITY INTERCREDITOR AGREEMENT) AS BAILEE OF, AND BEHALF OF, THE AGENT PURSUANT TO THE EQUAL PRIORITY INTERCREDITOR AGREEMENT).

[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]



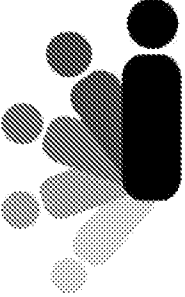
TRADEMARK
REEL: 007403 FRAME: 0351


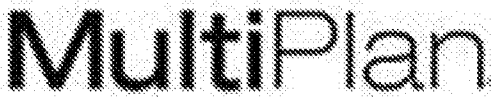
GOLDMAN SACHS LENDING PARTNERS LLC,
as Collateral Agent

By:  _____
Name: Thomas Manning
Title: Authorized Signatory

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.