

RECORDED

04-12-2004



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U.S. DEPARTMENT OF
Patent and Trademark
4/12/04

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To the Honorable Commissioner of P

attached original documents or copy thereof.

1. Name of conveying party(ies):
HELLER FINANCIAL, INC., AS AGENT

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release & Reassignment of Security Interest
- Merger
- Change of Name

April 1, 2004

Execution Date:

2. Name and address of receiving party(ies)

Name: TRANSFIRST HEALTH SERVICES, INC.

Internal Address:

Street Address : 740 West 110th Street, Suite 500

City: Overland Park State: KS Zip: 66210

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation State Kansas
- Other

If assignee is not domiciled in the United States, a designation is attached: Yes No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
1553683

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name:

Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address:

City: Sta ZIP L

6. Total number of applications and registrations

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Rebecca L. Ramstrom
Name of Person

Signature

04/08/04

Date

Total number of pages including cover sheet, attachments, and

5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK RELEASE AND REASSIGNMENT

This **TRADEMARK RELEASE AND REASSIGNMENT** is made as of April 1, 2004, by **HELLER FINANCIAL, INC.**, a Delaware corporation, as Agent ("**Agent**").

WITNESSETH:

WHEREAS, Agent and TransFirst Health Services, Inc., a Kansas corporation (the "**Grantor**"), were parties to that certain Trademark Security Agreement dated as of December 26, 2001 (the "**Agreement**"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Agreement), pursuant to which the Grantor granted a security interest to Agent in, among other things, the Trademark Collateral (as defined below) as security for certain obligations owing by the Grantor to the Agent pursuant to that certain Guaranty dated as of December 26, 2001 by and between Grantor and Agent, as the same may hereinafter be amended, restated, supplemented or otherwise modified and in effect from time to time; and

WHEREAS, the Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on January 2, 2002, at Reel 2418, Frame 0835; and

WHEREAS, the Grantor has requested that Agent release its security interest in the Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Definition.

"**Trademark Collateral**" shall mean:

(a) each Trademark listed on **Schedule I** annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

2. Release of Security Interest. Agent hereby releases its security interest in and lien on the Trademark Collateral.

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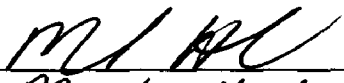
TRADEMARK
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3. **Reassignment.** Agent hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademark Collateral.

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[Signature Page Follows]*

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the date first written above.

HELLER FINANCIAL, INC., a Delaware corporation, as Agent

By: 
Name: Mark Hindson
Title: Duly Authorized Signatory

Schedule I:

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
PULSECARD	1553683	July 1996

Trademark Release and Reassignment

RECORDED: 04/12/2004

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