



8-19-04

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy inhereof.

Name of conveying party(ies):

CHFA, Inc.

Individual(s)

☐ Association

General Partnership

☐ Limited Partnership

X Corporation-State DE

Other

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

Nature of conveyance:

☐ Assignment

☐ Merger

☒ Security Agreement

☐ Change of Name

☐ Other

Execution Date: August 2, 2004

2. Name and address of receiving party(ies)

Name: Madison Capital Funding LLC, as agent

Internal Address:

Street Address: 30 S. Wacker Dr.

City: Chicago State: IL ZIP: 60606

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No

(Designations must be a separate document from assignment)

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

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

N/A

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

08/20/2004 JJALLAH2 00000024 75686191

DO NOT USE THIS SPACE

01 FC:0521

40.00 CP

02 FC:0522

350.00 CP

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.

Laura Konrath

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

Mail documents to be recorded with required cover sheet information: **TRADEMARK**

REEL: 003029 FRAME: 0266

Continuation  
Item 4

**SCHEDULE 1**  
**to**  
**Trademark Security Agreement**

**TRADEMARKS AND TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Reference Number</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
MAX	T30366USO	75/686,191	2,532,595	4/19/1999	1/22/2002
Maximum Assurance Xperts	T30367USO	75/686,190	2,474,187	4/19/1999	7/31/2001
MAX (and Design)	T32911USO	76/354,936	N/A	1/4/2002	N/A
Myperformax.com	T31928USO	76/098,262	2,646,681	7/28/2000	11/5/2002
Performax	T30482USO	75/741,508	2,646,217	6/30/1999	11/5/2002
Performax (and Design)	T30496USO	75/741,533	2,659,918	6/30/1999	12/10/2002
Performax Care Manager	T33509USO	76/447,343	2,741,521	9/5/2002	7/29/2003
Performax Connection	T33507USO	76/447,323	2,715,737	9/5/2002	5/13/2003
Performax Enrollment in a Flash	T32912USO	76/354,935	2,738,621	1/4/2002	7/15/2003
Performax Financial Manager	T33508USO	76/447,338	2,715,738	9/5/2002	5/13/2003
Performax Plan Administrator	T33510USO	76/447,433	2,719,339	9/5/2002	5/27/2003
Performax Plan Builder	T33505USO	76/447,322	2,752,466	9/5/2002	8/19/2003

**TRADEMARK SECURITY AGREEMENT**  
**(TRADEMARKS, TRADEMARK APPLICATIONS  
AND TRADEMARK LICENSES)**

WHEREAS, CHFA, Inc., a Delaware corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of August 2, 2004 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among Performax, Inc., a Delaware corporation, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as administrative agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of August 2, 2004 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Madison Capital Funding LLC, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1

hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 2<sup>nd</sup> day of August, 2004.

**CHFA, INC.**

By: Jacob L. Canova  
Name: Jacob L. Canova  
Title: President and CEO

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC,  
as Agent**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

**ACKNOWLEDGED:**

**MADISON CAPITAL FUNDING LLC,**  
**as Administrative Agent**

By: 

Name: Christopher Williams

Title: Managing Director

[Signature Page to Trademark Security Agreement]

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Performax Prescription Manager	T33512USO	76/447,340	2,839,570	9/5/2002	5/11/2004
Performax Provider Network	T33511USO	76/447,339	2,785,822	9/5/2002	11/25/2003
The Last Healthcare Program You'll Ever Need	T33513USO	76/447,342	2,812,364	9/5/2002	2/10/2004

### **TRADEMARK LICENSES**

None.