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08-19-2004

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office



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To the Honorable Commissioner of Patents

Please record the attached original documents or copy inhereof.

Name of conveying party(ies):

8-19-04

Scrip World, LLC

Individual(s)  Association  
General Partnership  Limited Partnership  
Corporation-State  
Other Utah Limited Liability Company

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: 1

7. Total fee (37 CFR 3.41).....\$ 40

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 TJLLINE 00000022 7585671A

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DO NOT USE THIS SPACE

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

[Signature]  
Signature

8/18/04  
Date

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

All documents to be recorded with required cover sheet information to:

TRADEMARK  
REEL: 003029 FRAME: 0302

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

*Continuation  
Item  
4*

**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>
Scrip World		75/856,718	2530517	11/23/1999	1/15/2002

**TRADEMARK LICENSES**

None.

(5)

**TRADEMARK SECURITY AGREEMENT**

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

WHEREAS, Scrip World, LLC, a Utah limited liability company (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.

**SCRIP WORLD, LLC**

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

**ACKNOWLEDGED:**

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

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

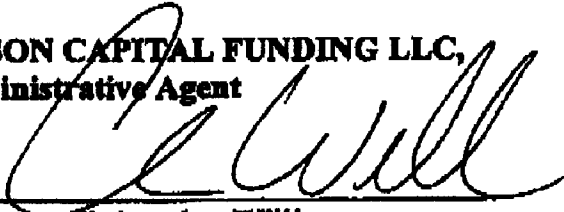
[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 003029 FRAME: 0306**

**ACKNOWLEDGED:**

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

By: \_\_\_\_\_

  
Name: Christopher Williams  
Title: Managing Director

[Signature Page to Trademark Security Agreement]

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

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None.