

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANSFIRST HEALTH SERVICES, INC.		08/15/2006	CORPORATION: KANSAS
RECEIVING PARTY DATA			
Name:	MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., AS FIRST LIEN COLLATERAL AGENT		
Street Address:	222 NORHT LASALLE, 16TH FLOOR		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1553683	PULSECARD	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4679		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125778348		
Email:	rakhee.verma@kattenlaw.com		
Correspondent Name:	Rakhee Verma c/o KattenMuchinRosenman		
Address Line 1:	525 West Monroe, Suite 1800		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	215434-155		
NAME OF SUBMITTER:	Rakhee Verma		
Signature:	/Rakhee Verma/		

CH \$40.00 1553683

Date:

08/18/2006

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 15th day of August, 2006 by **TRANSFIRST HEALTH SERVICES, INC.**, a Kansas corporation ("**Grantor**") in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as First Lien Collateral Agent (herein, the "**Grantee**") for the First Lien Secured Parties (as such term is defined in the Amended and Restated Credit Agreement described below).

W I T N E S S E T H

WHEREAS, Grantor, certain of Grantor's affiliates, Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., as Administrative Agent, Agent, First Lien Collateral Agent, Sole Bookrunner and Sole Lead Arranger, and the financial institutions party thereto from time to time as "**Lenders**" are parties to that certain Amended and Restated Credit Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Amended and Restated Credit Agreement**") providing for certain First Lien Loans and other extensions of credit to be made to Grantor and certain of its affiliates by Lenders; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Security Agreement of even date herewith by and among Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "**Amended and Restated Security Agreement**"), Grantor has granted to Grantee, for the benefit of the First Lien Secured Parties, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Amended and Restated Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the First Lien Obligations owing by Grantor under the Amended and Restated Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Amended and Restated Credit Agreement and Amended and Restated Security Agreement. The Amended and Restated Credit Agreement and Amended and Restated Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto, including without limitation, Section 17 of the Amended and Restated Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Amended and Restated Security Agreement or, if not in the Amended and Restated Security Agreement, in the Amended and Restated Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the First Lien Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the First Lien Secured Parties, and hereby reaffirms its prior grant pursuant to the Amended and Restated Security Agreement of, a continuing First Priority Lien on Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether

now owned or existing or hereafter created, acquired or arising; provided, in no event shall the grant of a Lien and security interest as provided herein extend to any “intent to use” applications for Trademark registrations filed pursuant to Section 1(b) of the Lanham Act:

(i) each Trademark listed on Schedule 1 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

(ii) 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.

3. Termination.

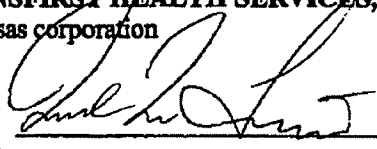
(a) Upon (i) the payment in full of all First Lien Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted), (ii) the termination of all commitments to lend under the Amended and Restated Credit Agreement and (iii) termination, cancellation or cash collateralization (in each case, in accordance with the terms of the Amended and Restated Credit Agreement) of all outstanding Letter of Credit Liabilities that constitute First Lien Obligations (or, with respect to Letters of Credit, if acceptable to Grantee, receipt of a backstop letter of credit in form and substance acceptable to Grantee), this Agreement and the Security Interests evidenced hereby shall terminate and all rights to the Trademark Collateral shall revert to the Grantor and Grantee shall, at the expense of the Grantor, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination

(b) Upon the sale or other disposition of any Trademark Collateral to any Person other than a Credit Party, the Security Interests with respect to such Trademark Collateral shall automatically terminate so long as (i) such sale or other disposition is not prohibited by the Amended and Restated Credit Agreement or any other Financing Document and (ii) the Net Cash Proceeds of such Asset Disposition are applied to the extent required by Section 2.1(c) of the Amended and Restated Credit Agreement. The Grantee shall, at the expense of the Grantor, execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence such termination.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRANSFIRST HEALTH SERVICES, INC.,
a Kansas corporation

By: 
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as First Lien Collateral Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

TRANSFIRST HEALTH SERVICES, INC.,
a Kansas corporation

By: _____
Name: _____
Title: _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as First Lien Collateral Agent

By: Jeffrey L. Selman
Name: Jeffrey L. Selman
Title: Director

SCHEDULE 1

Description of Trademarks and Trademark Applications

TransFirst Health Services, Inc.

Registered Trademarks

PulseCard (Registration No. 1,553,683, Dated August 29, 1989)¹

¹ The PulseCard trademark is currently titled in PulseCard, Inc.'s name. TransFirst Health Services, Inc. has undertaken to ensure that TransFirst Health Services, Inc., the successor-in-interest to PulseCard, Inc. shall be the record owner of the PulseCard trademark.