

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

CH \$40.00 1553683

Date:

08/18/2006

**Total Attachments: 6**

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THIS INSTRUMENT AND THE RIGHTS AND OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN INTERCREDITOR AGREEMENT (AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS THEREOF, THE "INTERCREDITOR AGREEMENT") DATED AS OF AUGUST 15, 2006 BY AND AMONG THE FIRST LIEN AGENT, THE FIRST LIEN COLLATERAL AGENT, THE SECOND LIEN AGENT, THE SECOND LIEN COLLATERAL AGENT AND THE BORROWERS, TO THE INDEBTEDNESS (INCLUDING INTEREST) OWED BY THE BORROWERS PURSUANT TO THAT CERTAIN AMENDED AND RESTATED CREDIT AGREEMENT DATED AS OF AUGUST 15, 2006 AMONG THE BORROWERS, THE FIRST LIEN AGENT, THE FIRST LIEN COLLATERAL AGENT, HOLDINGS, AS FUNDS ADMINISTRATOR, AND THE FIRST LIEN LENDERS, AND CERTAIN GUARANTEES OF THE INDEBTEDNESS EVIDENCED THEREBY, AS SUCH AMENDED AND RESTATED CREDIT AGREEMENT AND SUCH GUARANTEES HAVE BEEN AND HEREAFTER MAY BE AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME AS PERMITTED UNDER THE INTERCREDITOR AGREEMENT AND TO INDEBTEDNESS REFINANCING THE INDEBTEDNESS UNDER SUCH AGREEMENTS AS PERMITTED BY THE INTERCREDITOR AGREEMENT; AND EACH HOLDER OF THIS INSTRUMENT, BY ITS ACCEPTANCE HEREOF, IRREVOCABLY AGREES TO BE BOUND BY THE PROVISIONS OF THE INTERCREDITOR AGREEMENT.

**SECOND LIEN  
TRADEMARK SECURITY AGREEMENT**

THIS SECOND LIEN 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 Second Lien Collateral Agent (herein, the "**Grantee**") for the Second Lien Secured Parties (as such term is defined in the Amended and Restated Second Lien 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, Second 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 Second Lien 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 Second Lien Credit Agreement**") providing for certain Second 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 Second Lien 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 Second Lien Security Agreement**"), Grantor has granted to Grantee, for the benefit of the Second 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 Second Lien 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 Second Lien Obligations owing by Grantor under the Amended and Restated Second Lien 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 Second Lien Credit Agreement and Amended and Restated Second Lien Security Agreement. The Amended and Restated Second Lien Credit Agreement and Amended and Restated Second Lien 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 Second Lien Security Agreement. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Amended and Restated Second Lien Security Agreement or, if not in the Amended and Restated Second Lien Security Agreement, in the Amended and Restated Second Lien Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Second Lien Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of the Second Lien Secured Parties, and hereby reaffirms its prior grant pursuant to the Amended and Restated Second Lien Security Agreement of, a continuing Second 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 Second Lien Obligations (other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) and (ii) the termination of all commitments to lend under the Amended and Restated Second Lien Credit Agreement, 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 Second Lien Credit Agreement or any other Financing Document and (ii) subject to all other terms of Section 2.1 of the Amended and Restated Second Lien Credit Agreement relating to mandatory prepayment of the Second Lien Loans, the Net Cash Proceeds of such Asset Disposition are applied to the extent required by Section 2.1(c) of the Amended and Restated Second Lien 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.

4. Subordination. This Agreement is, and the all rights and remedies granted to Second Lien Collateral Agent and the Lenders hereunder are, subject in all respects to the terms and limitations of that certain Intercreditor Agreement dated as of the date hereof, by and among Agent, Second Lien Collateral Agent, First Lien Agent, First Lien Collateral Agent and Borrowers, as the same may be amended, restated, supplemented or otherwise modified from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. The Security Interests created by this Agreement and any other Financing Documents on the Trademark Collateral are junior and subordinate to the Lien on such Trademark Collateral in favor of the First Lien Collateral Agent, in accordance with the provisions of the Intercreditor Agreement. Notwithstanding anything to the contrary set forth in this Agreement or any other Financing Document, neither the Second Lien Collateral Agent nor any Lender shall have any right to exercise any right or remedy hereunder except in accordance with the Intercreditor Agreement. From and after the date the First Lien Obligations is Paid in Full (as defined in the Intercreditor Agreement), where this Agreement refers to any provision of the First Lien Credit Agreement or any action or delivery required by such provision, such reference shall be deemed to be a reference to such provision as in effect immediately prior to such date, except that such action or delivery shall be made to or for the benefit of Second Lien Collateral Agent rather than the First Lien Collateral Agent.

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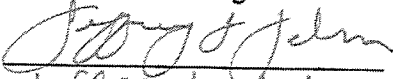
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**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 Second Lien Collateral Agent

By:   
Name: Jeffrey L. Felton  
Title: Director

Trademark Security Agreement  
Health Services  
Second Lien Collateral Agent

## SCHEDULE 1

### Description of Trademarks and Trademark Applications

#### TransFirst Health Services, Inc.

##### Registered Trademarks

PulseCard (Registration No. 1,553,683, Dated August 29, 1989)<sup>1</sup>

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<sup>1</sup> 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.