

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MADISON CAPITAL FUNDING LLC, as Agent		11/30/2006	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	PERFORMAX SCRIP WORLD, LLC (formerly known as SCRIP WORLD, LLC)		
Street Address:	250 North Redwood Rd., #210		
City:	North Salt Lake		
State/Country:	UTAH		
Postal Code:	84054		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2530517	SCRIP WORLD	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com, kristin.azcona@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	022411-0710		
NAME OF SUBMITTER:	Kristin J. Azcona		
Signature:	/kristinazcona/		
Date:	12/20/2006		

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Total Attachments: 3

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**TERMINATION OF SECURITY INTEREST
(Trademarks)**

This **TERMINATION OF SECURITY INTEREST**, dated as of November ³⁰ 2006, is made by Madison Capital Funding LLC, as agent for certain lenders (the "Agent").

WHEREAS, Performax Scrip World, LLC (formerly known as Scrip World, LLC), a Utah limited liability company (the "Grantor"), has granted to the Agent, for the benefit of the Agent and certain lenders, a security interest in certain personal property, including without limitation a security interest in the Trademark Collateral (as defined below);

WHEREAS, the security interest granted to the Agent was recorded at the United States Patent and Trademark Office on August 19, 2004 at Reel 3029 and Frame 302; and

WHEREAS, the Agent has agreed to terminate and release its security interest in all of such Trademark Collateral;

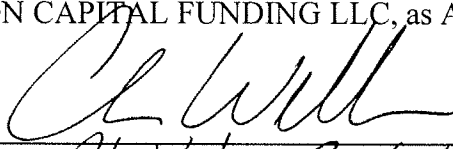
NOW, THEREFORE, for valuable consideration, the Agent hereby terminates and releases all mortgages, liens and security interests granted to the Agent in the following (the "Trademark Collateral"):

1. each Trademark (as defined in the Guarantee and Collateral Agreement dated as of August 2, 2004 (as amended, supplemented or modified through the date hereof, the "Collateral Agreement")) owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;
2. each Trademark License (as defined in the Collateral Agreement) to which Grantor is a party, including, without limitation, each Trademark License identified in Schedule A hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark licensed pursuant thereto; and
3. 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 A hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule A hereto, or (ii) injury to the goodwill associated with any of the foregoing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agent has caused this Termination of Security Interest to be duly executed as of the date first set forth above.

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: Christopher G. Williams
Title: Managing Director

SCHEDULE A
to
Termination of Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

Mark	Reference Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Scrip World		75/856,718	2530517	11/23/1999	1/15/2002

TRADEMARK LICENSES

None.