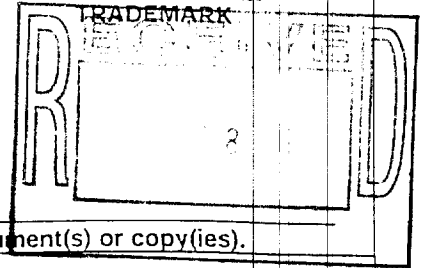


07-30-1999



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U.S. Department of Commerce
Patent and Trademark Office



MRD

7-28-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☐ Security Agreement ☐ Nunc Pro Tunc Assignment
- ☐ Merger
- ☐ Change of Name
- ☒ Other Release Agreement
- Effective Date
Month Day Year
05/20/1999

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Antares Capital Corporation

Execution Date
Month Day Year
05/20/1999

Formerly Antares Leveraged Capital Corp.

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Delaware

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Milliken & Michaels, Inc.

DBA/AKA/TA f/k/a M&M Acquisition, Inc.

Composed of

Address (line 1) 3850 N. Causeway Blvd.

Address (line 2)

Address (line 3) Metairie

City

LA/USA

State/Country

70002

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership
- ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached.
(Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

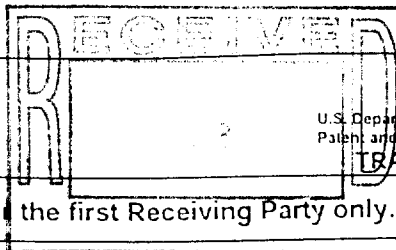
07/29/1999 DMGUYEN 00000219 022555 1752873

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TRADEMARK
REEL: 001936 FRAME: 0770



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (215) 569-5619

Name

Timothy D. Pecsénye, Esquire

Address (line 1)

Blank Rome Comisky & McCauley LLP

Address (line 2)

One Logan Square

Address (line 3)

Philadelphia, PA 19103

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

1,752,873

Number of Properties

Enter the total number of properties involved.

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 40.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

02-2555

Authorization to charge additional fees:

Yes ☒

No ☐

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. Charges to deposit account are authorized, as indicated herein.

Timothy D. Pecsénye

Name of Person Signing

Signature

Date Signed

RELEASE AGREEMENT

THIS AGREEMENT is entered into this 20th day of May, 1999 by and between Milliken & Michaels, Inc. (f/k/a M&M Acquisition, Inc.) ("M&M") and Antares Capital Corporation (f/k/a Antares Leveraged Capital Corp.) ("Antares"), as agent for the benefit of "Lenders" (as such term is defined below).

WHEREAS, M&M has entered into a Security Agreement (the "Security Agreement") and a Trademark Security Agreement ("Trademark Security Agreement") each dated as of April 15, 1997, with Antares, individually and as agent, and the other lenders referred to therein (the "Lenders"), pursuant to which M&M has granted the Lenders a security interest in assets of M&M, including but not limited to, all of M&M's right, title and interests in connection with the trademarks and tradenames of M&M and all trademark and tradename licenses which benefit M&M, all as set forth in the Security Agreement and Trademark Security Agreement and as specifically listed on Schedule I hereto (collectively the "Trademark Collateral");

WHEREAS, NCO Group, Inc. ("NCO"), Co-Source Corporation ("Co-Source") (the parent of M&M), the shareholders and optionholders of Co-Source and H.I.G.-DCI Investments, L.P., have entered into a Stock Purchase Agreement dated April 17, 1999 (the "Purchase Agreement") whereby NCO has agreed to purchase all of the issued and outstanding capital stock of Co-Source;

WHEREAS, as a condition to the consummation of the transactions contemplated pursuant to the Purchase Agreement, the parties have agreed to satisfy in full the indebtedness and other obligations of M&M and International Account Systems, Inc. ("IAS") to the Lenders and Antares, and pursuant to the terms and conditions of that certain payoff letter dated as of May 20, 1999 (the "Payoff Letter") between Antares, M&M, IAS, Metropolitan Consumer Collection Services, Inc. ("MCCS") and Co-Source, the Security Agreement and Trademark Security Agreement shall be terminated upon payment of all obligations owed to Antares and the Lenders by M&M, IAS, MCCS and Co-Source, and all of the respective rights and obligations of M&M, IAS, MCCS and Co-Source and the Lenders in connection therewith shall be terminated and extinguished, including Antares' release of all interests in the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, intending to be legally bound hereby, the parties hereto agree as follows:

1. Release. Effective beginning on the date hereof, pursuant to the Payoff Letter upon satisfaction of the indebtedness and any other obligations owed to the Lenders, the Lenders hereby agree to release all of their security interests in the Trademark Collateral pursuant to the Security Agreement, Trademark Security Agreement or otherwise.
2. Counterparts. This Agreement may be executed in counterparts, any one of which

need not contain the signatures of more than one party, but all such counterparts together shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Antares Capital Corporation (as agent for the Lenders)

By: _____

Its: Director

Milliken & Michaels, Inc.


By: _____

Name: Thomas V. Cefalu

Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

Antares Capital Corporation (as agent for the Lenders)

By: 
Its: Director

Milliken & Michaels, Inc.

By: _____
Name: _____
Title: _____