

02-28-2000

To the Honorable Commissioner of Patent

documents or copy thereof.

101277044

1. Name of conveying party(ies):

North Shore Agency, Inc.
OSI Portfolio Services, Inc.
OSI Support Services, Inc.
The Union Corporation
Gulf State Credit, L.L.C.
OSI Collection Services, Inc.
Payco American International Corp.
High Performance Services, Inc.
Interactive Performance, Inc.
Perimeter Credit, L.L.C.
University Accounting Service, Inc.
Jennifer Loomis & Associates, Inc.
Transworld Systems Inc.
High Performance Services of Florida, Inc.

Interactive Performance of Florida, Inc.
Asset Recovery Management Corp.
GEO Properties, Inc.
Interactive Performance of Georgia, Inc.
Union Financial Services Group, Inc.
Indiana Mutual Credit Association, Inc.
Qualink, Inc.
American Recovery Company, Incorporated
Union-Specialty Steel Casting Corporation
Grable, Greiner & Wolff, Inc.
Professional Recoveries Inc.
C.S.N. Corp.
General Connector Corporation
U.C.O.-M.B.A. Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporations
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Subsidiary Trademark Security Agreement
☐ Change of Name
☐ Other:

Execution Date: December 10, 1999

Name and address of receiving party(ies):

Name: Fleet National Bank, as Administrative Agent

Internal Address: MAOFD07C

Street Address: 1 Federal Street

City: Boston State: MA ZIP: 02110

Country:

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation
☒ Other Bank

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

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is

A. Trademark Application No.(s)

See attached list

B. Trademark No.(s)

See attached list

Additional numbers attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nora A. Whitescarver
Internal Address: Mayer, Brown & Platt

Street Address: 1909 K Street, NW
City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 10

7. Total fee (37 CFR 3.41): \$265.00

☒ Enclosed (Check No. 18224)☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

02/25/2000 DNGUYEN 00000191 2183354

01 FC:481
02 FC:48240.00 OP
225.00 OP

DO NOT USE THIS SPACE

9. 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.

Nora A. Whitescarver
Name of Person Signing

Nora A. Whitescarver
Signature

January 21, 2000
Date

Total number of pages comprising cover sheet and document attachments: 10

NORTH SHORE AGENCY, INC.
OSI PORTFOLIO SERVICES, INC.
OSI SUPPORT SERVICES, INC.
THE UNION CORPORATION
GULF STATE CREDIT, L.L.C.
OSI COLLECTION SERVICES, INC.
PAYCO AMERICAN INTERNATIONAL CORP.
HIGH PERFORMANCE SERVICES, INC.
INTERACTIVE PERFORMANCE, INC.
PERIMETER CREDIT, L.L.C.
UNIVERSITY ACCOUNTING SERVICE, INC.
JENNIFER LOOMIS & ASSOCIATES, INC.
TRANSWORLD SYSTEMS INC.
HIGH PERFORMANCE SERVICES OF FLORIDA, INC.
INTERACTIVE PERFORMANCE OF FLORIDA, INC.
ASSET RECOVERY & MANAGEMENT CORP.
UCO PROPERTIES, INCORPORATED
INTERACTIVE PERFORMANCE OF GEORGIA, INC.
UNION FINANCIAL SERVICES GROUP, INC.
INDIANA MUTUAL CREDIT ASSOCIATION, INC.
QUALINK, INC.
AMERICAN RECOVERY COMPANY, INCORPORATED
UNION-SPECIALTY STEEL CASTING CORPORATION
GRABLE, GREINER & WOLFF, INC.
PROFESSIONAL RECOVERIES INC.
C.S.N. CORP.
GENERAL CONNECTOR CORPORATION
U.C.O. - M.B.A. CORPORATION



Item A. Trademarks

U.S. Trademarks of Qualink, Inc.

MARK	REGISTRATION NO.	REGISTERED
QUALINK	2,183,354	08/25/98

U.S. Trademarks of Transworld Systems, Inc.

MARK	REGISTRATION NO.	REGISTERED
CMS	1,837,042	05/17/94
CMS design	1,473,504	01/19/88
CMS	29982 California	08/07/87
CDIS	1,783,991	07/27/93
TRANSMITTAL	11517 Washington	05/30/89
TRANSMITTAL	11681 New York	11/16/89
TRANSMITTAL	T16532 Colorado	08/12/89
TRANSMITTAL	48182 Illinois	10/12/89
TRANSMITTAL	35791 California	12/26/89
TRANSMITTAL design	1,776,763	06/15/93
TSI	1,726,248	10/20/92

TSI design	1,312,617	01/01/85
TSI	18640 California	01/24/84
TRANSWORLD SYSTEMS INC	1,312,616	01/01/85
TRANSWORLD SYSTEMS INC	3870 California	12/27/93
CREDIT MANAGEMENT SERVICES	02885 California	01/16/90
TRANS-O-GRAM	1,117,255	5/1/79
TRANSMITTAL	15866 Oklahoma	10/11/79

U.S. Trademarks of University Accounting Service, Inc.

MARK	REGISTRATION NO.	REGISTERED
IMPACT	1,429,516	02/17/87
IMPACT	2827 Wisconsin	01/01/86
MEDICAL ACCOUNTING SERVICE	6222 Wisconsin	02/07/90

Item B. Trademark Licenses

None.

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

This SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 10, 1999, is made by each Subsidiary of Outsourcing Solutions Inc., a Delaware corporation (the "Borrower") signatory hereto on the date hereof and each other subsidiary that may, from time to time become, pursuant to the terms of the Credit Agreement, a party to this Agreement (individually referred to as a "Grantor", and collectively referred to as the "Grantors"), and FLEET NATIONAL BANK, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 30, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the various financial institutions and other Persons as are or may become parties thereto (collectively, the "Lenders"), DLJ Capital Funding, Inc., as the Syndication Agent, the Lead Arranger and the Sole Book Running Manager, Harris Trust and Savings Bank, as the Documentation Agent, and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered that certain Subsidiary Pledge and Security Agreement, dated as of December 10, 1999 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Subsidiary Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions (including the initial Credit Extension) under the Credit Agreement and pursuant to clause (e) of Section 4.6 of the Subsidiary Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit

Agreement and (ii) the Secured Parties to enter into Rate Protection Agreements, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Subsidiary Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing (but excluding any intent-to-use trademark applications to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained.

SECTION 3. Subsidiary Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Subsidiary Security Agreement. The Subsidiary Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the applicable Grantor's expense, execute and deliver to such Grantor all instruments and other documents as may be necessary or proper to release the Lien on the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

NORTH SHORE AGENCY, INC.
OSI PORTFOLIO SERVICES, INC.
OSI SUPPORT SERVICES, INC.
THE UNION CORPORATION
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PAYCO AMERICAN INTERNATIONAL CORP.
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GRABLE, GREINER & WOLFF, INC.
PROFESSIONAL RECOVERIES INC.
C.S.N. CORP.
GENERAL CONNECTOR CORPORATION
U.C.O. - M.B.A. CORPORATION

By: _____

Name: Timothy G. Beffa

Title: Authorized Signatory

FLEET NATIONAL BANK,
as Administrative Agent

By: Michael Lou
Title: Director

16852862

Item A. Trademarks

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