

04-03-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101303593

**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

Effective Date
Month Day Year
01 31 00

Conveying Party

☐ Mark if additional names of conveying parties attached

Name **COMPUCREDIT CORPORATION**

Execution Date
Month Day Year
01 31 00

Formerly

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

Receiving Party

☐ Mark if additional names of receiving parties attached

Name **SUNTRUST BANK**

DBA/AKA/TA

Composed of

Address (line 1) **303 PEACHTREE STREET**

Address (line 2) **24TH FLOOR**

Address (line 3) **ATLANTA**

GEORGIA

30308

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☒ Association
- ☐ Other

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.)

- ☒ Citizenship/State of Incorporation/Organization **National association headquartered in GA.**

03/31/2000 DNGUYEN 00000022 75757767

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
325.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20504

TRADEMARK
REEL: 002042 FRAME: 0331

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 (404) 881-7000

Name

JAY E. SLOMAN

Address (line 1)

ALSTON & BIRD LLP

Address (line 2)

1201 WEST PEACHTREE STREET

Address (line 3)

ATLANTA, GEORGIA 30309

Address (line 4)

Pages

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

15

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)

75757767

75571179

75555148

75462857

75758042

75462827

75570483

75757766

75562594

Registration Number(s)

2126948

2305816

2265272

Number of Properties

Enter the total number of properties involved.

14

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 365.00

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:

#

Authorization to charge additional fees:

Yes ☐

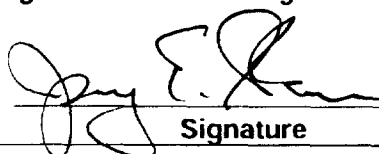
No ☐

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.

JAY E. SLOMAN

Name of Person Signing



Signature

2/25/00

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

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 the Assignment.)

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

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

☐ Mark if additional numbers attached

Trademark Application Number(s)

75871399

7554790

Registration Number(s)

SCHEDULE A

CompuCredit Corporation Compucredit, L.P.

Trademark Report by Mark

Printed: 01/26/2000

COUNTRY STATUS	REFERENCE# CLASSES	FILED	APPL#	REGDT	REG#
ASPIRE					
UNITED STATES REGISTERED	T01617US0 36	10/17/1996	75/182,932	01/06/1998	2,126,948
36 - Credit card services					
ASPIRE BANK					
UNITED STATES PENDING	T02749US0 36	07/22/1999	75/757,767		
36 - Banking services.					
ASPIRE DIAMOND					
UNITED STATES REGISTERED	T02317US0 36	09/10/1998	75/551,191	01/04/2000	2,305,816
36 - Credit card services.					
ASPIRE DIAMOND SELECT					
UNITED STATES ABANDONED	T02184US0 36	04/06/1998	75/462,857		
36 - Credit Card Services					
ASPIRE RAPID MILES					
UNITED STATES PENDING	T02377US0 35	10/15/1998	75/570,483		
35 - Promoting the sale of credit card accounts through the administration of airline mileage incentive awards programs.					
ASPIRE RAPID MILES & Design					
UNITED STATES PENDING	T02376US0 35	10/15/1998	75/571,179		
35 - Promoting the sale of credit card accounts through the administration of airline mileage incentive awards programs.					
ASPIRECARD					
UNITED STATES PENDING	T02747US0 36	07/22/1999	75/758,042		
36 - Credit card services.					
COMPUCREDIT					
UNITED STATES REGISTERED	T01598US0 36	08/02/1996	75/143,962	07/27/1999	2,265,272
36 - Credit card services					
COMPUCREDIT BANK					
UNITED STATES PENDING	T02748US0 36	07/22/1999	75/757,766		
36 - Banking services.					
COMPUCREDIT TRANSFORMING INFORMATION INTO VALUE & Design					
UNITED STATES PENDING	T02322US0 36	09/18/1998	75/555,148		
36 - Consumer lending services, credit card services, and fee-based credit card services.					
DIAMOND SELECT					
UNITED STATES	T02185US0	04/06/1998	75/462,827		

ABANDONED 36

36 - Credit card services

FOR EVERYTHING YOU ASPIRE TO BE

UNITED STATES T02325US0 10/01/1998 75/562,594
PENDING 36

36 - Consumer lending services, credit card services, and fee-based credit card services.

GET ON. GET YOURS.

UNITED STATES T03148US0 12/14/1999 75/871,399
PENDING 36

36 - Credit card services

Trademark Report by Mark

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#
STATUS	CLASSES				

Printed: 01/26/2000 P

TRANSFORMING INFORMATION INTO VALUE

UNITED STATES T02323US0 09/17/1998 75/554,790
ALLOWED 36

36 - Consumer lending services, credit card services, and fee-based credit card services.

END OF REPORT TOTAL ITEMS SELECTED

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of January 31, 2000, by and between COMPU CREDIT CORPORATION, a Georgia corporation (the "Grantor"), and SUNTRUST BANK, as Agent (the "Secured Party"), in its capacity as agent for banks and other lending institutions party to the Credit Agreement (as hereinafter defined) and each assignee thereof becoming a Lender as provided therein (the "Lenders").

WHEREAS, the Grantor, the Lenders and the Agent have entered into that certain Credit Agreement dated as of January 31, 2000 (as the same may be amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Agent and the Lenders have agreed to extend certain financial accommodations to the Borrower subject to the terms thereof;

WHEREAS, it is a condition precedent to the Agent's and the Lenders' extension of such financial accommodations under the Credit Agreement that the Grantor execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, the Grantor hereby agrees with the Agent as follows:

1. Security Interest in Trademarks. To secure the prompt and complete payment, observance and performance when due (whether at stated maturity, by acceleration or otherwise) of all of the Obligations, the Grantor hereby grants to the Secured Party, for the benefit of the Lenders, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (v) all of the Grantor's rights corresponding thereto (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 1(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

2. Restrictions on Future Agreements. The Grantor will not, without the Secured Party's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that it will not take any action, and will use its reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement or the rights associated with the Trademarks or Licenses.

3. Representations and Covenants:

(a) Name, Place of Business. The correct corporate name, the principal place of business and the chief executive office of the Grantor and the places where the Grantor's books and records concerning the Trademarks and Licenses are currently kept are set forth on Schedule C attached hereto and made a part hereof, and the Grantor will not change such principal place of business or chief executive office or remove such records without providing the Secured Party with at least thirty days' prior written notice of such change. The Grantor will not change its name, identity or corporate structure in any manner which might make any financing statement filed hereunder seriously misleading, unless the Grantor shall have given the Secured Party at least thirty days' prior written notice thereof.

(b) New Trademarks and Licenses. The Grantor represents and warrants that (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, applications for trademark registrations, service marks, registered service marks and applications for service mark registrations now owned or held by the Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by the Grantor to any Person other than Permitted Encumbrances. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new trademarks, registered trademarks, applications for trademark registrations, service marks, registered service marks or applications for service mark registrations, (ii) become entitled to the benefit of any trademarks, registered trademarks, applications for trademark registrations, trademark licenses, trademark license renewals, service marks, registered service marks, applications for service mark registrations, service mark licenses or service mark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 1 above shall automatically apply thereto. The Grantor shall give to the Secured Party written notice

of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. The Grantor hereby authorizes the Secured Party to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, applications for registered trademarks, service marks, registered service marks and applications for registered service marks, and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 1 above or under this paragraph 3, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, applications for registered trademarks, service marks, registered service marks and applications for registered service marks, and trademark license agreements and service mark license agreements.

(c) The Grantor shall, in a timely manner, properly prepare and deliver to the Secured Party for the Secured Party's signature, and thereafter properly file, each continuation statement required to be filed under the Uniform Commercial Code in effect in any jurisdiction in order to continue the perfection of the security interest in the Trademarks and Licenses granted by the Grantor to the Secured Party hereunder. In addition, at any time and from time to time, upon the Secured Party's written request and at the expense of the Grantor, the Grantor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Secured Party may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing and continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the security interest granted herein. The Grantor hereby authorizes the Secured Party to file any such financing and/or continuation statements without the signature of the Grantor to the extent permitted by applicable law. The Grantor hereby agrees that a carbon, photographic, photostatic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement to the extent permitted by applicable law.

(d) The Grantor will keep and maintain at the Grantor's own cost and expense satisfactory and complete records with respect to the Trademarks and Licenses in a manner consistent with the Grantor's current business practice, including, without limitation, a record of the Secured Party's security interest in the Trademarks and Licenses. If an Event of Default has occurred and is continuing, the Grantor shall, for the Secured Party's further security, deliver and turn over to the Secured Party or the Secured Party's designated representative(s) at any time upon three (3) days' prior written notice from the Secured Party or the Secured Party's designated representative, all such books and records (including, without limitation, any and all computer tapes, programs and source codes relating to the Trademarks and Licenses or any part or parts thereof requested by the Secured Party).

(e) The Grantor will not create, permit or suffer to exist, and will defend the Trademarks and Licenses against and take such other action as is necessary to remove, any Lien on the Trademarks and Licenses, other than Permitted Encumbrances and will defend the right, title and interest of the Secured Party in and to the Grantor's rights to the Trademarks and Licenses, including, without

limitation, the proceeds and products thereof, against the claims and demands of all persons whatsoever.

(f) Except as permitted under the terms of the Credit Agreement, the Grantor will not sell, transfer, lease or otherwise dispose, or grant any license under, of any of the Trademarks and Licenses or attempt, offer or contract to do so outside the ordinary course of its business.

(g) The Grantor will advise the Secured Party promptly, in reasonable detail, of (i) any claim made by or asserted against any or all of the Trademarks and Licenses if such claim, if adversely determined (and such adverse determination is a reasonable possibility) could result in a Material Adverse Effect and (ii) the occurrence of any other event which is reasonably likely to result in a Material Adverse Effect.

4. Royalties. The Grantor hereby agrees that the use by the Secured Party of the Trademarks and Licenses as authorized hereunder in connection with the Secured Party's exercise of its rights and remedies under paragraph 12 shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Secured Party to the Grantor.

5. Quality Controls. Upon the occurrence and during the continuation of an Event of Default, the Grantor agrees that the Secured Party, or a conservator appointed by the Secured Party, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by the Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used.

6. Nature and Continuation of the Secured Party's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full and the Credit Agreement has been terminated or when the Trademarks and Licenses are released from the lien created hereby.

7. Duties of the Grantor. The Grantor shall have the duty, to the extent desirable in the normal conduct of the Grantor's business, to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks that are or shall be necessary in the operation of the Grantor's business as reasonably determined by the Grantor. The Grantor further agrees (i) unless otherwise permitted in the Credit Agreement, not to abandon any Trademark or License, the absence of which is reasonably likely to result in a Material Adverse Effect, without the prior written consent of the Secured Party (which consent shall not be unreasonably withheld, delayed or conditioned), and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary in the operation of the Grantor's business as reasonably determined by the Grantor. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. Neither the Secured Party nor any of the Lenders shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of

the foregoing, neither the Secured Party nor any of the Lenders shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Secured Party may do so at its option upon the occurrence and during the continuation of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the obligations secured hereby.

8. Events of Default. Any of the following events, whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any governmental or nongovernmental body shall be an "Event of Default" hereunder: (a) the Grantor shall fail to observe or perform any covenant or agreement contained in this Agreement for a period of thirty days after written notice thereof has been given to the Grantor by the Agent; or (b) an Event of Default under and as defined in the Credit Agreement shall occur and be continuing.

9. The Secured Party's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, the Secured Party shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Secured Party shall commence any such suit, the Grantor shall, at the request of the Secured Party, do any and all lawful acts and execute any and all proper documents required by the Secured Party in aid of such enforcement.

10. Applicable Law; Severability. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO CONFLICTS OF LAWS PRINCIPLES. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Agreement.

11. Amendments, Etc. No amendment or waiver of any provision of this Agreement nor consent to any departure by the Grantor herefrom shall in any event be effective unless the same shall be in writing and signed by the parties hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

12. Cumulative Remedies; Power of Attorney. The Grantor hereby irrevocably designates, constitutes and appoints the Secured Party (and all Persons designated by the Secured Party in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and authorizes the Secured Party and any of the Secured Party's designees, in the Grantor's or the Secured Party's name, to take any action and execute any instrument which the Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement from and after the occurrence and during the continuance of an Event of Default and the giving by the Secured Party of notice to the Grantor of the Secured Party's intention to enforce its rights and claims against the Grantor, to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or

dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Secured Party deems in its own or the Lenders' best interest. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement terminates. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Secured Party or the Lenders under the Credit Agreement, the Security Agreement or any of the other Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

The Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuation of an Event of Default and the election by the Secured Party to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Secured Party or any transferee of the Secured Party and to execute and deliver to the Secured Party or any such transferee all such agreements, documents and instruments as may be necessary, in the Secured Party's sole discretion, to effect such assignment, conveyance and transfer. All of the Secured Party's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Secured Party may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents. Borrower agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten days before such disposition.

13. Continuing Security Interest. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall (i) remain in full force and effect until indefeasible payment in full of the Obligations, (ii) be binding upon the Grantor, its successors and assigns and (iii) inure the benefit of the Agent, and its successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession thereof or therefore.

14. Litigation/Waivers. The terms of Section 11.4 of the Credit Agreement are hereby incorporated herein as if set forth herein in their entirety.

15. Notices. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered, at the addresses for notices specified in the Credit Agreement or at such other address as shall be designated by such party in a written notice to the other parties. All such notices and other communications shall be effective as provided

in the Credit Agreement.

16. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


17. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which, taken together, shall constitute but one and the same instrument.

18. Definitions. Capitalized terms used herein and not defined herein are used herein with the meaning ascribed to them in the Credit Agreement.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMPUCREDIT CORPORATION

By 
Name: ASHLEY L. JOHNSON
Title: TREASURER

Accepted and agreed to as of the day
and year first above written.

SUNTRUST BANK, as Agent
as Secured Party

By _____
Name:
Title:

STATE OF GEORGIA)

) SS

COUNTY OF FULTON)

On the 9th day of February, 2000, before me personally came
Ashley L. Johnson, to me known, who being by me duly sworn, did depose and say
that he/she resides at One Ravinia Dr. Ste 500; that he/she is a Treasurer of
COMPUCREDIT CORPORATION and accepted and agreed to the foregoing instrument on
behalf thereof; and that he/she signed her name thereto by authority of the Board of Directors
thereof.

Cheryl A. Rocca
Notary Public

Notary Public, Cherokee County, Georgia
My Commission Expires June 2, 2001

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMPUCREDIT CORPORATION

By _____
Name:
Title:

Accepted and agreed to as of the day
and year first above written.

SUNTRUST BANK, as Agent
as Secured Party

By Kristina L. Anderson
Name: Kristina L. Anderson
Title: VP

STATE OF GEORGIA)

) SS

COUNTY OF FULTON)

On the 11th day of February, 2000, before me personally came Kristina Anderson to me known, who being by me duly sworn, did depose and say that he resides at 303 Peachtree St, Atlanta GA, that he/she is a Vice President of SUNTRUST BANK, the described "Secured Party" in the foregoing instrument, and accepted and agreed to the foregoing instrument on behalf thereof, and that he/she signed his/her name thereto by authority of the board of directors thereof.

Chantell Monique Barnett
Notary Public

SCHEDULE B

1. None

SCHEDULE C

Corporate Information

CompuCredit Corporation
One Ravinia Drive, Suite 500
Atlanta, Georgia 30346