


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings $\leftrightarrow$ $\leftrightarrow$ $\leftrightarrow$ $\nabla$ $\nabla$ $\nabla$ $\nabla$ $\nabla$ $\nabla$	<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): NCO Holdings, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Citizens Bank of Pennsylvania</u> Internal Address: <u>Citizens Gateway Center</u>  Street Address: <u>3025 Chemical Road, Suite 300</u> City: <u>Plymouth Meeting</u> State: <u>PA</u> Zip: <u>19462-1739</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>state chartered bank</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>10/13/2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/230,118;</u> <u>76/230,530; 76/441,143; 76/230,120</u> B. Trademark Registration No.(s) <u>2,671,154;</u> <u>2,268,996; 2,409,705; 2,270,128;</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher M. Turk, Esquire</u>  Internal Address: <u>Blank Rome LLP</u>  Street Address: <u>One Logan Square</u>  City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19103</u>	6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px;">19</span>  7. Total fee (37 CFR 3.41).....\$ <u>490.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>02-2555</u>	
<b>DO NOT USE THIS SPACE</b>		
9. Signature,  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Christopher M. Turk, Esquire</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>Oct. 28, 2003</u>            Date         </div> </div> <div style="text-align: center; margin-top: 10px;">         Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">7</span> </div>		

CH \$490.00 022555 76230118

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

FORM PTO-1613C  
Expires 06/30/99  
OMB 0651-0027

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/AKATA

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)

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)

76/230,119	76/230,121	78/241,929
78/241,926	78/321,654	78/273,280
75/321,652	75/321,653	

1,852,729	2,180,029	1,752,873

## MEMORANDUM OF TRADEMARK SECURITY INTEREST

This Memorandum of Trademark Security Interest ("Memorandum"), dated October 13, 2003 is entered into by the undersigned ("Grantor") and delivered to **CITIZENS BANK OF PENNSYLVANIA** as agent and representative of the Lenders and other holders of Secured Obligations referred to below (in such capacity, together with its successors and assigns, the "Collateral Agent").

### Background

A. This Memorandum is being delivered in connection with that certain Sixth Amended and Restated Credit Agreement among Collateral Agent, the financial institutions a party thereto as Lenders, other agents referred to therein, and NCO Group, Inc., as Borrower, dated as of August 13, 2003 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement"), and that certain Second Amended and Restated Security Agreement, dated as of August 13, 2003 among Grantor, certain of its affiliates, and Collateral Agent (as it may hereafter be amended, modified, restated or replaced from time to time, the "Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Security Agreement.

B. To induce the Lenders to enter into and perform under the Credit Agreement, Grantor granted to Collateral Agent for the benefit of Lenders as security for the Secured Obligations a lien on and security interest in all of the Collateral.

C. Grantor possesses certain trademarks, trade names and trademark registrations as set forth on **Schedule A** attached hereto and made part hereof (together with any and all proceeds thereof, "Trademarks"). Grantor and Collateral Agent desire to execute this Memorandum for the purpose of, *inter alia*, granting, ratifying and confirming Collateral Agent's lien on and security interest in the Trademarks, as more fully set forth in the Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Security Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Secured Obligations, Grantor grants a lien and security interest to Collateral Agent, for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Trademarks (together with any and all good will connected with such trademarks, trade names and trademark registrations), subject to the terms of the Security Agreement.

2. Grantor acknowledges and confirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

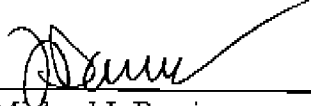
3. Except as expressly amended by this Memorandum, all of the terms, conditions and provisions of the Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

4. This Memorandum may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

**[SIGNATURES ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

NCO HOLDINGS, INC.

By:   
Name: Michael J. Barrist  
Title: President

Approved and accepted:

**CITIZENS BANK OF PENNSYLVANIA,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

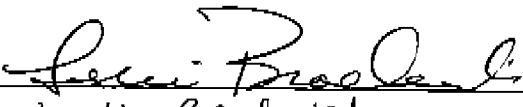
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

NCO HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Michael J. Barrist  
Title: President

Approved and accepted:

CITIZENS BANK OF PENNSYLVANIA,  
as Collateral Agent

By:   
Name: Leslie Brodenick  
Title: Vice President

**CORPORATE ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :  
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF PHILADELPHIA *Montgomery* :

On this 13<sup>th</sup> day of October 2003, before me personally appeared Michael J. Barrist, who being duly sworn, deposes and says that he is the President of NCO Holdings, Inc., a Delaware corporation described in the foregoing document, that he in such capacity as President of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he is the person whose name and signature is subscribed to the foregoing document.

Notarial Seal  
Mary Ann Armstrong, Notary Public  
Upper Dublin Twp., Montgomery County  
My Commission Expires May 21, 2005

Mary Ann Armstrong  
Notary Public

My commission expires: 5/21/05

## SCHEDULE A

Mark	Reg. No. (App. No.)	Reg. Date (File Date)	Owner	Assignee
NCOEPAYMENTS	(76/230,118)	(3/26/2001)	NCO Holdings, Inc.	N/A
NCOEPAYMENT (Stylized)	(76/230,530)	(3/26/2001)	NCO Holdings, Inc.	N/A
NCO ACCESS	2,671,154	1/7/2003	NCO Holdings, Inc.	N/A
EARLY CONTACT	(76/441,143)	(8/12/2002)	NCO Holdings, Inc.	N/A
NCOPORTFOLIO	(76/230,120)	(3/26/2001)	NCO Holdings, Inc.	N/A
NCOPORTFOLIO (Stylized)	(76/230,119)	(3/26/2001)	NCO Holdings, Inc.	N/A
NCO PORTFOLIO MANAGEMENT, INC.	(76/230,121)	(3/26/2001)	NCO Holdings, Inc.	N/A
NCO (Stylized)	2,268,996	8/3/1999	NCO Holdings, Inc.	N/A
NCO FINANCIAL SYSTEMS, INC.	2,409,705	12/5/2000	NCO Holdings, Inc.	N/A
NCO GROUP	2,270,128	8/17/1999	NCO Holdings, Inc.	N/A
MMMM (Stylized)	1,862,739	11/15/1994	NCO Holdings, Inc.	N/A
MANAGEMENT ADJUSTMENT BUREAU	2,180,029	8/11/1998	NCO Holdings, Inc.	N/A
MILLIKEN & MICHAELS	1,752,873	2/16/1993	NCO Holdings, Inc.	N/A
NCO ATTORNEY NETWORK SERVICES	(78/241,929)	(4/25/2003)	NCO Holdings, Inc.	N/A
NCO ERECOVEREASE	(78/241,926)	(4/25/2003)	NCO Holdings, Inc.	N/A
MEDSOURCE & DESIGN	(75/321,654)	(7/9/1997)	NCO Holdings, Inc.	N/A
NCOFORWARDEASE (Stylized)	(78/273,280)	(7/11/2003)	NCO Holdings, Inc.	N/A
MEDSOURCE FINANCIAL SERVICES	(75/321,652)	(7/9/1997)	Management Financial Services, Inc.	N/A
MEDSOURCE SOLUTIONS	(75/321,653)	(7/9/1997)	Management Financial Services, Inc.	N/A



BLANK  ROME LLP  
COUNSELORS AT LAW

Phone: (215) 569-5348  
 Fax: (215) 569-5348  
 Email: turk@blankrome.com

October 28, 2003

VIA FACSIMILE: (703) 306-5995

Commissioner for Trademarks  
 Box Assignments/Fee  
 Washington, D.C. 20231

Re: NCO Holdings, Inc.  
 Recordal of Trademark Security Interest  
 Between NCO Holdings, Inc. and  
Citizens Bank of Pennsylvania

Dear Madam:

Enclosed for recordation is a "MEMORANDUM OF TRADEMARK SECURITY INTEREST" pledging as security the below-referenced marks from NCO Holdings, Inc. ("ASSIGNOR") to Citizens Bank of Pennsylvania ("ASSIGNEE"). This Agreement and attached recordation cover sheet applies to the following applications and registrations:

Mark	Reg. No. (App. No.)	Reg. Date (File Date)
EARLY CONTACT	(76/441,143)	(8/12/2002)
MANAGEMENT ADJUSTMENT BUREAU	2,180,029	8/11/1998
MEDSOURCE & DESIGN	(75/321,654)	(7/9/1997)
MEDSOURCE FINANCIAL SERVICES	(75/321,652)	(7/9/1997)
MEDSOURCE SOLUTIONS	(75/321,653)	(7/9/1997)
MILLIKEN & MICHAELS	1,752,873	2/16/1993
MMMM (Stylized)	1,862,739	11/15/1994
NCO (Stylized)	2,268,996	8/3/1999
NCO ACCESS	2,671,154	1/7/2003
NCO ATTORNEY NETWORK SERVICES	(78/241,929)	(4/25/2003)
NCO ERECOVEREASE	(78/241,926)	(4/25/2003)
NCO FINANCIAL SYSTEMS, INC.	2,409,705	12/5/2000
NCO GROUP	2,270,128	8/17/1999
NCO PORTFOLIO MANAGEMENT,	(76/230,121)	(3/26/2001)

One Logan Square 18th & Cherry Streets Philadelphia, PA 19103-6998

www.BlankRome.com

TRADEMARK



Commissioner for Trademarks  
 October 28, 2003  
 Page 2

INC.		
NCOEPAYMENT (Stylized)	(76/230,530)	(3/26/2001)
NCOEPAYMENTS	(76/230,118)	(3/26/2001)
NCOFORWARDEASE (Stylized)	(78/273,280)	(7/11/2003)
NCOPORTFOLIO	(76/230,120)	(3/26/2001)
NCOPORTFOLIO (Stylized)	(76/230,119)	(3/26/2001)

Please charge all fees due in connection with the filing of this assignment document to our Deposit Account Number 02-2555.

Should any questions arise concerning the recordation of this document, kindly contact the undersigned at (215) 569-5348.

Please send all correspondence and the original document stamped with reel and frame numbers to the following address:

Christopher M. Turk, Esquire  
 Blank Rome LLP  
 One Logan Square  
 Philadelphia, Pennsylvania 19103-6998  
 Facsimile: (215) 832-5348

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink that appears to read "CMT".

CHRISTOPHER M. TURK

CMT:all

Enclosures

cc: Lisa S. Wren, Esquire  
 Colin Robinson, Esquire

TRADEMARK

REEL: 002737 FRAME: 0837

RECORDED: 10/28/2003