

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Conservation Billing Services, Inc.		11/26/2003	CORPORATION: FLORIDA

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Alliance Data Systems Corporation
<b>Street Address:</b>	17655 Waterview Parkway
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75252
<b>Entity Type:</b>	CORPORATION: DELAWARE

<b>PROPERTY NUMBERS Total: 1</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	2119009	CBSI

<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(832)446-2424
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	832 446 2403
<b>Email:</b>	WCTrademark@counselip.com
<b>Correspondent Name:</b>	John C. Cain
<b>Address Line 1:</b>	20333 SH 249 Suite 600
<b>Address Line 4:</b>	Houston, TEXAS 77070

<b>ATTORNEY DOCKET NUMBER:</b>	239-0092US
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<b>NAME OF SUBMITTER:</b>	John C. Cain
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<b>Total Attachments: 3</b> source=29#page1.tif source=30#page1.tif source=31#page1.tif
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## ASSIGNMENT OF TRADEMARKS

WHEREAS, **Conservation Billing Services Inc.**, a Florida corporation/company, having a business address of 5454 W Crenshaw Street, Tampa, Florida 33634-3009 (hereinafter referred to as “**Assignor**”), has adopted and is using or intends to use the marks for which the applications listed on **Schedule A** have been filed in the United States;

AND WHEREAS, **Alliance Data Systems Corporation**, a Delaware corporation, having a business address of 17655 Waterview Parkway, Dallas, Texas 75252 (hereinafter referred to as “**Assignee**”), desires to acquire any and all rights and goodwill associated with the marks and registrations of the marks listed on **Schedule A** (hereinafter referred to as the “**Trademarks**”).

NOW THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys unto Assignee all of its right, title and interest, in and to the aforesaid Trademarks, including any choses in action relating to said Trademarks, claims for damages, profits and costs, both in equity and law, for any infringement or infringements of said Trademark rights accruing on or before the date of this Assignment, together with the goodwill of the business symbolized by the Trademarks, and including the registrations thereof as set on the attached schedules, and further hereby covenants, agrees and undertakes to execute, whenever requested by Assignee, all applications, assignments, lawful oaths and any other papers which Assignee may deem necessary or desirable for securing to Assignee or for maintaining for Assignee the Trademarks hereby assigned, all without further compensation to Assignor.

Assignee hereby accepts the sale, assignment, transfer and conveyance of the Trademarks and the associated goodwill.

Assignor retains no ownership rights in the Trademarks transferred to Assignee by this assignment.



**SCHEDULE A**

**TRADEMARKS**

MARK	COUNTRY or STATE	STATUS (pending/ registered)	SERIAL/ REGIS. NO.	OWNER COMPANY
CBSI	Florida	Registered	T93000000986	Conservation Billing Services Inc.
CBSI	U.S.	Registered	2,119,009	Conservation Billing Services Inc.