

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY AGREEMENT

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT	FORMERLY CREDIT SUISSE FIRST BOSTON, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT	06/17/2005	Bank:

**RECEIVING PARTY DATA**

Name:	OUTSOURCING SOLUTIONS INC.
Street Address:	390 South Woods Mill Rd.
Internal Address:	Suite 350
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2466315	MAKING CASH FLOW
Registration Number:	2402808	OSI
Registration Number:	2853399	OSI STRATEGIC RECEIVABLES OUTSOURCING

**CORRESPONDENCE DATA**

Fax Number: (312)701-7711  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-701-7237  
 Email: cdore@mayerbrownrowe.com  
 Correspondent Name: Christopher Dore  
 Address Line 1: 71 South Wacker Drive  
 Address Line 2: Mayer Brown Rowe & Maw LLP  
 Address Line 4: Chicago, ILLINOIS 60606-4637

OP \$90.00 2466315

NAME OF SUBMITTER:	Christopher Dore
Signature:	/Christopher Dore/
Date:	06/28/2005
<b>Total Attachments: 4</b> source=OSI Trademark Release#page1.tif source=OSI Trademark Release#page2.tif source=OSI Trademark Release#page3.tif source=OSI Trademark Release#page4.tif	

## RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of June 17, 2005 (this "Release") is made by Credit Suisse, Cayman Islands Branch (formerly Credit Suisse First Boston, Cayman Islands Branch), acting in its capacity as Administrative Agent for the Secured Parties (in such capacity, the "Administrative Agent") under that certain Trademark Security Agreement, dated December 9, 2003 and recorded in the records of the United States Patent and Trademark Office on December 24, 2003 at Reel 002894, Frame 0062 (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), between Outsourcing Solutions Inc. (the "Grantor") and the Administrative Agent. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

### W I T N E S S E T H:

SECTION 1. WHEREAS, pursuant to the Security Agreement, the Grantor, as security for the payment and performance in full of all the Secured Obligations, mortgaged, pledged and hypothecated to the Administrative Agent, and granted 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"):

(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, 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 the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

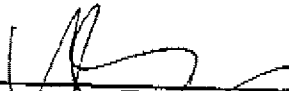
(c) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.


WHEREAS, the Administrative Agent wishes to: (i) terminate the Security Agreement against the Trademark Collateral, including those Trademarks identified in Schedule I hereto recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Trademark Collateral, including those Trademarks listed in Schedule I hereto; and (iii) to dissolve any and all liens and encumbrances respecting the Trademark Collateral including those Trademarks listed in Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Administrative Agent does hereby release its security interest in the Trademark Collateral, including those Trademarks set forth on Schedule I hereto, and discharges, quit claims and relinquishes unto the Grantor, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in, and the security interest granted to the Administrative Agent in, the Trademark Collateral, including those Trademarks listed in Schedule I hereto.

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH  
as Administrative Agent

By:   
Name: VANESSA GOMEZ  
Title: VICE PRESIDENT

By:   
Name: DAVID DODD  
Title: VICE PRESIDENT

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

MAKING CASH FLOW has been registered as a service mark of Outsourcing Solutions Inc. on the principal register of the United States Patent and Trademark Office (Reg. No. 2,466,315).

OSI & Design has been registered as a service mark of Outsourcing Solutions Inc. on the principal register of the United States Patent and Trademark Office (Reg. No. 2,402,808).

Pending Trademark Applications

Outsourcing Solutions Inc. has filed an Application for Service Mark Registration (Ser. No. 78/152,613) with the United States Patent and Trademark Office for OSI STRATEGIC RECEIVABLES OUTSOURCING (Stylized).

Outsourcing Solutions Inc. has filed an Application for Trade-mark Registration (Ser. No. 1,162,616) with the Canadian Intellectual Property Office for OSI STRATEGIC RECEIVABLES OUTSOURCING (Stylized).

Item B. Trademark Licenses

None.