

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Jefferson Capital Systems, LLC		09/12/2005	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CompuCredit Intellectual Property Holdings Corp. III		
<b>Street Address:</b>	101 Convention Center Dr.		
<b>Internal Address:</b>	Suite 850-26A		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89109		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2942921	JEFFERSON CAPITAL SYSTEMS, LLC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6771		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4048853539		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Segeda T. Ranjeet		
<b>Address Line 1:</b>	600 Peachtree Street NE		
<b>Address Line 2:</b>	Bank of America Plaza - Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>NAME OF SUBMITTER:</b>	Segeda T. Ranjeet		
<b>Signature:</b>	/STR/		
<b>Date:</b>	09/13/2005		

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Total Attachments: 1  
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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 12<sup>th</sup> day of September, 2005 by and between Jefferson Capital Systems, LLC, a Georgia Corporation ("Assignor") and, CompuCredit Intellectual Property Holdings Corp. III, a Nevada Corporation ("Assignee") (collectively, the "Parties").

### RECITALS

WHEREAS, Assignor has adopted and used and is the owner of the U.S. trademark Registration No. 2,942,921 for the mark JEFFERSON CAPITAL SYSTEMS, LLC (the "Mark"); and

Assignee desires to obtain from Assignor and Assignor desires to assign and transfer to Assignee all right, title, and interest in and to the Mark and the underlying business pertaining to the Mark, together with the goodwill of the underlying business symbolized by the Mark and the right to recover damages and profits and other remedies for past infringement of the Mark.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, representations and warranties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Assignor and Assignee agree as follows:

### TERMS AND CONDITIONS

1. Assignment. Assignor hereby grants, conveys, and assigns to Assignee all right, title, and interest in and to the Mark in the United States and throughout the world and the to the underlying business pertaining to the Mark, together with the goodwill of the business symbolized by the Mark and the right to recover damages and profits and other remedies for past infringement of the Mark.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Mark, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and throughout the world.

"ASSIGNOR"

JEFFERSON CAPITAL SYSTEMS, LLC

By: 

Name: Richard R House Jr

Title: President