

**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>
CompuCredit Intellectual Property Holdings Corp. II		09/08/2005	CORPORATION: NEVADA
<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: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78522185	CARDSAFE	
<b>Serial Number:</b>	78499299	CARDSAFE	
<b>Serial Number:</b>	78470839	PHOENIX	
<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>	Troutman Sanders LLP - Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>NAME OF SUBMITTER:</b>	Segeda T. Ranjeet		

OP \$90.00 78522185

Signature:

/STR/

Date:

09/20/2005

Total Attachments: 2

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 8<sup>th</sup> day of September, 2005 by and between CompuCredit Intellectual Property Holdings Corp. II, a Nevada corporation ("Assignor") and, CompuCredit Intellectual Property Holdings Corp. III, a Nevada Corporation ("Assignee") (collectively, the "Parties").

### RECITALS

WHEREAS, Assignor has adopted and used or intends to use and is the owner of the marks (the "Marks") set forth on Schedule A attached hereto and incorporated herein by this reference; 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 Marks and the underlying business pertaining to the Marks, together with the goodwill of the underlying business symbolized by the Marks and the right to recover damages and profits and other remedies for past infringement of the Marks.

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 Marks in the United States and throughout the world and the to the underlying business pertaining to the Marks, together with the goodwill of the business symbolized by the Marks and the right to recover damages and profits and other remedies for past infringement of the Marks.

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 Marks, 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"  
COMPUCREDIT INTELLECTUAL  
PROPERTY HOLDINGS CORP. II

By: 

Name: Chason A. Carroll

Title: President

**SCHEDULE A**

	<b><u>App. / Reg No.</u></b>	<b><u>Mark</u></b>
1.	78/522,185	CARDSAFE & Design
2.	78/499,299	CARDSAFE
3.	78/470,839	PHOENIX