

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OSI Collection Services, Inc.		01/04/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Outsourcing Solutions Inc.		
Street Address:	390 South Woods Mill Rd.		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2306812	OSI	
CORRESPONDENCE DATA			
Fax Number:	(314)259-2020		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(314) 259-2000		
Email:	mapaskar@bryancave.com		
Correspondent Name:	Mark A. Paskar		
Address Line 1:	211 North Broadway		
Address Line 2:	Suite 3600		
Address Line 4:	Saint Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	C048486/0175737		
NAME OF SUBMITTER:	Mark A. Paskar		
Signature:	/Mark A. Paskar/		
Date:	01/04/2006		

CH \$40.00 2306812

Total Attachments: 2

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment"), effective as of January 4, 2006 (the "Effective Date"), is hereby entered into by and between OSI Collection Services, Inc., a Delaware corporation, having a principal place of business located at 180 North Executive Drive, Brookfield, Wisconsin 53005 ("Assignor") and Outsourcing Solutions Inc., a Delaware corporation, having a principal place of business located at 390 South Woods Mill Road, Suite 350, Chesterfield, Missouri 63017 ("Assignee").

RECITALS

WHEREAS, prior to the Effective Date, Assignor (a subsidiary of Assignee) owned, adopted, and used the service mark OSI in connection with "telephone answering services and outsourcing services for others in the fields of sales, customer service, customer retention programs and market research," in United States of America and throughout the world, including all applications and registrations therefore, and owned other transferable rights associated with these service marks, including, but not limited to, U.S. Trademark Reg. No. 2,306,812, and the good will of the business associated with said service mark (collectively, the "Service Mark"); and

WHEREAS, Assignee desires to acquire all right, title, and interest, and all goodwill associated therewith, in, to and under the Service Mark;

NOW THEREFORE, in consideration of the recitals, the terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Assignment.** Assignor does hereby assign, and transfer to Assignee, its successors and assigns, all of its right, title, and interest, in the United States of America and all other countries, in, to and under said Service Mark, including but not limited to U.S. Service Mark Reg. No. 2,306,812, all other rights associated with the Service Mark, including but not limited to, all goodwill associated therewith, and all past, present and future income, royalties, fees, damages, and payments now or hereafter due or payable in respect thereto, and in and to any and all past, present and future causes of action (either in law or in equity), and the right to enforce any rights and file any causes of action, including the right to recover damages, for any past, present, or future infringement or misappropriation of the Service Mark.

2. **Miscellaneous.** Assignor hereby agrees to execute, acknowledge and deliver any and all documents as Assignee, in its discretion deems desirable or necessary to make a record with any and all government agencies, authorities, courts, tribunals, or third parties, of the fact that Assignee owns all right, title and interest in and to the Service Mark, and any and all goodwill associated therewith, and that Assignor no longer has any right, title or interest, of any kind or nature, in or to the Service Mark.

WHEREFORE, the parties have caused this Assignment to be duly executed below, on the date indicated, by their respective duly authorized officers.

OSI Collection Services, Inc., a Delaware corporation

By: Russ C. Hays
Title: Asst. Secretary
Date: 1-4-06

Outsourcing Solutions Inc., a Delaware corporation

By: Bang Weller
Title: EVP and Chief Financial Officer
Date: 1/4/06