

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ascension Capital Group, LP		03/28/2006	LIMITED PARTNERSHIP: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	201 N. Central Avenue, Floor 21		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85004		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2245621	ASCENSION BANKRUPTCY RECOVERY SERVICE	
Registration Number:	2387799	ASCENSION CAPITAL GROUP	
Registration Number:	2387798	ASCENSION CAPITAL GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	214-981-3483		
<b>Email:</b>	dclark@sidley.com		
<b>Correspondent Name:</b>	Dusan Clark, Esq.		
<b>Address Line 1:</b>	Sidley Austin, LLP		
<b>Address Line 2:</b>	717 N. Harwood St., Suite 3400		
<b>Address Line 4:</b>	Dallas, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	36084-35100		
<b>NAME OF SUBMITTER:</b>	Dusan Clark		

CH \$90.00 2245621

Signature:

/Dusan Clark/

Date:

03/30/2006

**Total Attachments: 4**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** (the "Confirmatory Grant") is made effective as of March 28, 2006 by and from ASCENSION CAPITAL GROUP, LP (the "Grantor"), a Texas limited partnership, whose principal address is 2201 E. Lamar Blvd, Suite 200, Arlington, TX 76006, to and in favor of JPMORGAN CHASE BANK, N.A. (the "Grantee"), for itself and as Administrative Agent for the Lenders (as defined in the Pledge and Security Agreement referenced below).

**WHEREAS**, ENCORE CAPITAL GROUP, INC. (the "Borrower"), MIDLAND CREDIT MANAGEMENT, INC., MIDLAND FUNDING NCC-2 CORPORATION, MIDLAND ACQUISITION CORPORATION, MIDLAND RECEIVABLES 98-1 CORPORATION, MIDLAND RECEIVABLES 99-1 CORPORATION, MIDLAND FUNDING 98-A CORPORATION, MIDLAND FUNDING NCC-1 CORPORATION, MIDLAND PORTFOLIO SERVICES, INC. and MIDLAND FUNDING LLC (together with the Borrower, the "Initial Grantors") and Grantee entered into a Pledge and Security Agreement dated June 7, 2005 (as amended from time to time, the "Security Agreement").

**WHEREAS**, Grantor became a "Grantor" under and as defined in the Security Agreement by executing a Supplement to Pledge and Security Agreement (the "Supplement") on October 12, 2005.

**WHEREAS**, Grantor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered with the United States Patent and Trademark Office.

**WHEREAS**, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement and Supplement (collectively, the "Revised Security Agreement"). The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Revised Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Revised Security Agreement, the provisions of the Revised Security Agreement shall govern.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of Grantor, pursuant to the Revised Security Agreement.

Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.


(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

**ASCENSION CAPITAL GROUP, LP**

**By: ACG Holding, Inc., its General Partner**

By:  

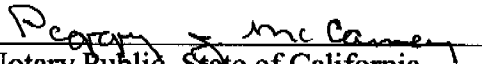
Name: J. Brandon Black

Title: President

STATE OF CALIFORNIA     )  
                                          )  
COUNTY OF SAN DIEGO     )

J. Brandon Black, known to me to be the President of ACG HOLDING, INC., the General Partner of ASCENSION CAPITAL GROUP, LP, personally came before me this 28<sup>th</sup> day of March, 2006, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of ASCENSION CAPITAL GROUP, LP and pursuant to authority duly received.

(SEAL)

  
Notary Public, State of California  
My Commission Expires: 6/15/07



**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS**

**TRADEMARK REGISTRATIONS**

<b>Applicant</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Ascension Capital Group, LP	ASCENSION BANKRUPTCY RECOVERY SERVICE (LOGO)	2245621	5/18/99
Ascension Capital Group, LP	ASCENSION CAPITAL GROUP (LOGO)	2387799	9/19/00
Ascension Capital Group, LP	ASCENSION CAPITAL GROUP	2387798	9/19/00

*Exhibit A*