

Re
2-3-06

07-05-2006

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

103268612

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

OMNIUM WORLDWIDE INC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: 10/25/05

2. Name and address of receiving party(ies)

Name: U.S. BANK

Internal Address: [Redacted]
Street Address: 400 CITY CENTER
City: OSHKOSH State: WI Zip: 54903-3487

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) [Redacted]

B. Trademark Registration No.(s) [Redacted]

74699477

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: U.S. BANK COMMERCIAL LOAN SERVICES

Internal Address: ATTN: COMMERCIAL COLLATERAL

Street Address: 400 CITY CENTER

City: OSHKOSH State: WI Zip: 54903-3487

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 5190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

[Redacted]

DO NOT USE THIS SPACE

9. Signature.

Kim Folske

Kim Folske

3/17/06

Name of Person Signing

Signature

Date

04/11/2006 DBYRNE 00000028 74699427

Total number of pages including cover sheet, attachments, and document: [Redacted]

01 PG:8531
02 PG:8532

40.00 OP
150.00 EP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003364 FRAME: 0313



SCHEDULE C

Federal Trademark Filings

<i>Mark</i>	<i>Abandoned</i>	<i>Mark Type</i>	<i>Date Registered</i>	<i>Registration Number</i>	<i>Serial Number</i>
A/R Solutions	✓	Service	Abandoned		74/699427
Accent (Stylized)		Service	10/12/1999	2,284,476	75/341263
Accent Insurance Recovery Solutions (Stylized)	✓	Service	Abandoned		75/269873
Accent Insurance Recovery Solutions (Stylized)	✓	Service	Abandoned		75/269985
Accent Service Company, Inc.	✓	Service	8/12/1997	2,087,290	75/103005
Advantage Receivable Solutions		Service	6/18/1996	1,981,099	74/699422
Advantage Receivable Solutions (Stylized)		Service	6/11/1996	1,979,748	74/699421
Deceased Care		Service	8/24/2004	2,876,655	76/532113
Omnium		Service	6/29/2004	2,857,681	76/532114
Omnium Worldwide, Inc.		Service	12/08/1998	2,209,140	75/418240
One Source		Service	11/02/2004	2,898,970	76/532128
Whatever the Language We Have the Accent	✓	Service	6/11/1996	1,979,747	74/699420

AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT

CS #7378563004-51
#01642 me

THIS AMENDED AND RESTATED PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement"), dated as of October 25, 2005, is executed by OMNIUM WORLDWIDE, INC., a Nebraska corporation (the "Grantor"), in favor of U.S. BANK NATIONAL ASSOCIATION (the "Secured Party").

RECITALS

WHEREAS, Grantor previously executed a Patent, Trademark and License Security Agreement, dated as of December 19, 2003, pursuant to which Grantor granted Secured Party a security interest in certain patents, patent applications, trademarks, service marks, trademark and service mark registrations, and licenses described therein (the "Existing Security Agreement"); and

WHEREAS, the Existing Security Agreement was executed to secure the obligations of the Grantor under a guaranty delivered in connection with a certain Loan Agreement, dated as of December 19, 2003, by and between Grantor's parent, LCF Holdings, Inc. ("LCF") and Secured Party (the "Existing Loan Agreement"); and

WHEREAS, as of the date hereof, Grantor and Secured Party are executing a Revolving Loan Agreement (the "Loan Agreement"), which will replace the Existing Loan Agreement in its entirety and pursuant to which Secured Party will make available to Grantor a revolving credit facility in the aggregate principal amount of up to \$10,000,000; and

WHEREAS, as a condition precedent to the execution of the Loan Agreement, Secured Party requires Grantor to execute and deliver this Agreement and an Amended and Restated Security Agreement (the "Security Agreement"), pursuant to which the Grantor will grant to Secured Party a security interest in substantially all of its assets; and

WHEREAS, the parties intend for this Agreement to replace in its entirety the Existing Security Agreement, provided this Agreement is intended to be a continuation of the security interests granted by Grantor to Secured Party under the Existing Security Agreement;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby covenants and agrees with Secured Party as follows:

1. For value received, Grantor hereby grants Secured Party a security interest and lien on all of Grantor's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising (collectively, the "IP Collateral"):

- (a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto

from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the “Patents”);

- (b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the “Trademarks”);
- (c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Grantor and any other person, whether Grantor is licensor or licensee (all of the foregoing license agreements and Grantor’s rights thereunder are hereinafter collectively referred to as the “Licenses”);
- (d) the goodwill of Grantor’s business connected with and symbolized by the Trademarks; and
- (e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items.

THIS AGREEMENT IS A CONTINUATION OF THE SECURITY INTERESTS GRANTED BY GRANTOR TO SECURED PARTY UNDER THE EXISTING SECURITY AGREEMENT.

2. Grantor authorizes Secured Party to modify this Agreement by amending Schedules A, B, C, D and/or E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, trademark or service applications, and any futures, without the signature of Grantor if permitted by applicable law.

3. Grantor hereby represents and warrants to Secured Party, and covenants and agrees with Secured Party, that:

- (a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;
- (b) to the best of Grantor's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;
- (c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;
- (d) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Grantor not to sue third persons;
- (e) Grantor has the unqualified right, power and authority to enter into this Agreement and perform its terms;
- (f) Grantor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;
- (g) Grantor has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses and agrees not to transfer any rights or interest in any of the Patents, Trademarks and/or Licenses during the term of this Agreement; and
- (h) Grantor has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks and/or Licenses.

4. This security interest is granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement and secures the obligations, and is subject to the limitations, defaults and remedies, set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the

security interest in the IP Collateral made and granted hereby are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

The Grantor has caused this Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

OMNIUM WORLDWIDE, INC.

By: William L. Burkhard
Name: William L. Burkhard
Title: CFO

Acknowledged:

U.S. BANK NATIONAL ASSOCIATION

By: Joseph T Sullivan III
Name: Joseph T Sullivan III
Title: Vice President

SCHEDULE A

U.S. Patents

Patent No.

Date Issued

Description

None.

SCHEDULE B

U.S. Patent Applications

Application or Serial No.

Patents in Process

None.

SCHEDULE C

U.S. Trademarks

See attached.

SCHEDULE D

U.S. Trademark Applications

<u>Application No.</u>	<u>Date Filed</u>	<u>Mark</u>
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None.

SCHEDULE E

Licenses

See attached.



UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDED
JUN -3 PM 3:59
FINANCE SECTION

JUNE 14, 2006

PTAS

U.S. BANK COMMERCIAL LOAN SERVICES
ATTN: COMMERCIAL COLLATERAL
400 CITY CENTER
OSHKOSH, WI 54903-3487



103217181A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 103217181

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
571-272-3350.

1. THE COVER SHEET SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. AN EXECUTION DATE MUST BE INDICATED FOR EACH CONVEYING PARTY.
2. DOCUMENT SUBMITTED IS NOT LEGIBLE FOR RECORDING PURPOSES.
3. FOR FASTER SERVICE, PLEASE RESUBMIT ALL CORRESPONDENCE VIA OUR PTAS RIGHTFAX SERVICE AT (571) 273-0140.

STEVEN POST, EXAMINER



Schedule E - Licenses

Record of Licensure

State	Agency Name	Licensed Location	License Type	License Number	Renewal Date
Alabama	Omnium Worldwide, Inc.	All	Exempt	N/A	
Alaska	Omnium Worldwide, Inc.	All	Business-State	297996	12/31/2005
	Omnium Worldwide, Inc.	All	Collection-Main	348	6/30/2006
	Accent Insurance Recovery Solutions	All	Business-State	253968	12/31/2005
	Accent Insurance Recovery Solutions	All	Collection-Main	183	6/30/2006
	Arizona	Omnium Worldwide, Inc.	All	Collection-Main	CA-0018270
	Omnium Worldwide, Inc.	Tucson, AZ	Collection-Branch	CABR-0108410	1/31/2006
	Accent Insurance Recovery Solutions	All	Collection-Main	CA-0018269	1/31/2006
	Arkansas	Omnium Worldwide, Inc.	Bellevue, NE	Collection-Main	1189
	Omnium Worldwide, Inc.	Des Moines, IA	Collection-Main	1117	6/30/2006
	Omnium Worldwide, Inc.	Norfolk, NE	Collection-Main	2086	6/30/2005
	Omnium Worldwide, Inc.	Omaha, NE	Collection-Main	2308	6/30/2006
	Omnium Worldwide, Inc.	Tucson, AZ	Collection-Main	1188	6/30/2006
	Accent Insurance Recovery Solutions	Jackson, MN	Collection-Main	2254	6/30/2006
	Accent Insurance Recovery Solutions	Omaha, NE	Collection-Main	1191	6/30/2006
	Accent Insurance Recovery Solutions	Tinley Park, IL	Collection-Main	2256	6/30/2006
	Colorado	Omnium Worldwide, Inc.	All	Collection-Main	101668
Connecticut	Omnium Worldwide, Inc.	Bellevue, NE	Collection-Main	3272	9/30/2005
	Omnium Worldwide, Inc.	Des Moines, IA	Collection-Main	12645	9/30/2005
	Omnium Worldwide, Inc.	Norfolk, NE	Collection-Main	10136	9/30/2005
	Omnium Worldwide, Inc.	Omaha, NE	Collection-Main	13290	9/30/2005
	Omnium Worldwide, Inc.	Tucson, AZ	Collection-Main	7220	9/30/2005
	Accent Insurance Recovery Solutions	Jackson, MN	Collection-Main	10336	9/30/2005
	Accent Insurance Recovery Solutions	Omaha, NE	Collection-Main	2676	9/30/2005
	Accent Insurance Recovery Solutions	Tinley Park, IL	Collection-Main	10335	9/30/2005
Delaware	Omnium Worldwide, Inc.	All	Business-State	1996102272	12/31/2005
Florida	Omnium Worldwide, Inc.	All	Consumer	375081	12/31/2005
	Omnium Worldwide, Inc.	All	Commercial	375078	12/31/2005
Hawaii	Omnium Worldwide, Inc.	All	Exempt Cert	Colax-9	6/30/2006
	Accent Insurance Recovery Solutions	All	Exempt Cert	Colax-7	6/30/2006
Idaho	Omnium Worldwide, Inc.	All	Foreign Permit	CFP-3572	3/15/2006
Illinois	Omnium Worldwide, Inc.	Bellevue, NE	Collection-Main	017-20423	5/31/2006
	Omnium Worldwide, Inc.	Des Moines, IA	Collection-Branch	009-000940	5/31/2006
	Omnium Worldwide, Inc.	Norfolk, NE	Collection-Branch	009-000941	5/31/2006
	Omnium Worldwide, Inc.	Omaha, NE	Collection-Branch	009-000885	5/31/2006
	Omnium Worldwide, Inc.	Tucson, AZ	Collection-Branch	009-000939	5/31/2006
	Accent Recovery Solutions	Jackson, MN	Collection-Branch	009-000839	5/31/2006
	Accent Recovery Solutions	Omaha, NE	Collection-Main	017-020424	5/31/2006
	Accent Recovery Solutions	Tinley Park, IL	Collection-Branch	009-000642	5/31/2006
Indiana	Omnium Worldwide, Inc.	All	Collection-Main	8039	12/31/2006

TRADEMARK

REEL: 003364 FRAME: 0327

<i>State</i>	<i>Agency Name</i>	<i>Licensed Location</i>	<i>License Type</i>	<i>License Number</i>	<i>Renewal Date</i>
Iowa	Omnium Worldwide, Inc.	All	Registration	File No. 20009296	12/31/2005
Maine	Omnium Worldwide, Inc.	Bellevue, NE	Collection-Main	DCL3484	7/31/2007
	Omnium Worldwide, Inc.	Norfolk, NE	Collection-Branch	DCB5331	7/31/2005
	Omnium Worldwide, Inc.	Omaha, NE	Collection-Branch	DCB6851	7/31/2007
	Omnium Worldwide, Inc.	Tucson, AZ	Collection-Branch	DCB3908	7/31/2007
	Accent Insurance Recovery Solutions	Omaha, NE	Collection-Main	DCL3483	7/31/2006
Maryland	Omnium Worldwide, Inc.	Bellevue, NE	Collection-Main	04-2037	12/31/2005
	Omnium Worldwide, Inc.	Norfolk, NE	Collection-Main	04-3190	12/31/2005
	Omnium Worldwide, Inc.	Omaha, NE	Collection-Main	04-3793	12/31/2005
	Omnium Worldwide, Inc.	Tucson, AZ	Collection-Main	04-2427	12/31/2005
	Accent Insurance Recovery Solutions	Omaha, NE	Collection-Main	04-2015	12/31/2005
Massachusetts	Omnium Worldwide, Inc.	All	Collection-Main	DC0526	9/30/2005
Michigan	Omnium Worldwide, Inc.	Bellevue, NE	Collection-Main	2401001376	6/30/2006
	Omnium Worldwide, Inc.	Norfolk, NE	Collection-Main	2401001882	6/30/2005
	Omnium Worldwide, Inc.	Omaha, NE	Collection-Main	2401001901	6/30/2006
	Omnium Worldwide, Inc.	Tucson, AZ	Collection-Main	2401001812	6/30/2006
Minnesota	Omnium Worldwide, Inc.	Bellevue, NE	Collection-Main	CA-20130486	6/30/2006
	Omnium Worldwide, Inc.	Des Moines, IA	Collection-Main	CA-20116714	6/30/2006
	Omnium Worldwide, Inc.	Norfolk, NE	Collection-Main	CA-20116748	6/30/2005
	Omnium Worldwide, Inc.	Omaha, NE	Collection-Main	CA-20309374	6/30/2006
	Omnium Worldwide, Inc.	Tucson, AZ	Collection-Main	CA-20146185	6/30/2006
	Accent Insurance Recovery Solutions	Jackson, MN	Collection-Main	CA-20087785	6/30/2006
	Accent Insurance Recovery Solutions	Omaha, NE	Collection-Main	CA-20060369	6/30/2006
	Accent Insurance Recovery Solutions	Tinley Park, IL	Collection-Main	CA-20285668	6/30/2006
Nebraska	Omnium Worldwide, Inc.	All	Collection-Main	110	12/31/2005
Nevada	Omnium Worldwide, Inc.	All	Business-County	1000027-235	12/31/2005
	Omnium Worldwide, Inc.	All	Collection-Main	CA06038	6/30/2006
	Omnium Worldwide, Inc.	All	Business-State	797667072	10/31/2005
New Jersey	Omnium Worldwide, Inc.	All	None	Cert No. 1486	9/28/2006
New Mexico	Omnium Worldwide, Inc.	All	Collection-Main	246	6/30/2006
New York - Buffalo	Omnium Worldwide, Inc.	All	Collection-Main	168519	9/30/2007
New York - NYC	Accent Recovery Solutions	All	Collection-Main	1073588	1/31/2007
New York- Buffalo	Accent Recovery Solutions	All	Collection-Main	168514	9/30/2007
New York- NYC	Omnium Worldwide, Inc.	All	Collection-Main	1073582	1/31/2007
North Carolina	Omnium Worldwide, Inc.	Bellevue, NE	Collection-Main	3273	6/30/2006
	Omnium Worldwide, Inc.	Des Moines, IA	Collection-Main	3274	6/30/2006
	Omnium Worldwide, Inc.	Norfolk, NE	Collection-Main	3368	6/30/2005
	Omnium Worldwide, Inc.	Omaha, NE	Collection-Main	3929	6/30/2006
	Omnium Worldwide, Inc.	Tucson, AZ	Collection-Main	3438	6/30/2006
	Accent Insurance Recovery Solutions	Omaha, NE	Collection-Main	2078	6/30/2006
North Dakota	Omnium Worldwide, Inc.	Omaha, NE	Collection-Main	CA101158	6/30/2006
Oregon	Omnium Worldwide, Inc.	All	Collection-Main	CA48283	4/30/2006
Tennessee	Omnium Worldwide, Inc.	All	Collection-Main	0288	12/31/2005
	Accent Insurance Recovery Solutions	Omaha, NE	Collection-Main	0006	12/31/2005

TRADEMARK

REEL: 003364 FRAME: 0328

<i>State</i>	<i>Agency Name</i>	<i>Licensed Location</i>	<i>License Type</i>	<i>License Number</i>	<i>Renewal Date</i>
Texas	Omnium Worldwide, Inc.	All	Bond Only Required		
	Omnium Worldwide, Inc.	All	Tax Permit	1-47-0528560-0	
Utah	Omnium Worldwide, Inc.	All	Collection-Main	1138099-0131	1/1/2006
	Accent Insurance Recovery Solutions	All	Collection-Main	2281687-0131	8/25/2006
Virginia	Accent Insurance Recovery Solutions	Richmond, VA	Business-County	1051876	12/31/2005
Washington	Omnium Worldwide, Inc.	Bellevue, NE	Collection-Branch	601643014-001-0004	7/31/2006
	Omnium Worldwide, Inc.	Des Moines, IA	Collection-Branch	601643014-001-0010	7/31/2006
	Omnium Worldwide, Inc.	Edmonds, WA	Collection-Main	601643014-001-0001	7/31/2005
	Omnium Worldwide, Inc.	Jackson, MN	Collection-Branch	601643014-001-0013	7/31/2006
	Omnium Worldwide, Inc.	Norfolk, NE	Collection-Branch	601643014-001-0008	7/31/2005
	Omnium Worldwide, Inc.	Omaha, NE	Business-State	601643014-001	7/31/2006
	Omnium Worldwide, Inc.	Omaha, NE	Collection-Branch	601643014-001-0002	7/31/2006
	Omnium Worldwide, Inc.	Tinley Park, IL	Collection-Branch	601643014-001-0012	7/31/2006
	Omnium Worldwide, Inc.	Tucson, AZ	Collection-Branch	601643014-001-0006	7/31/2006
West Virginia	Omnium Worldwide, Inc.	All	Business-Registration	025253	6/30/2007
Wisconsin	Omnium Worldwide, Inc.	All	Collection-Main	453	6/30/2006
	Accent Insurance Recovery Solutions	All	Collection-Main	362	6/30/2006
Wyoming	Omnium Worldwide, Inc.	All	Collection-Main	034	2/13/2006