

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CompuCredit Intellectual Property Holdings Corp. II		08/14/2006	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Upstar Financial, LLC.		
Street Address:	245 Perimeter Center Parkway		
Internal Address:	Suite 600		
City:	Norcross		
State/Country:	GEORGIA		
Postal Code:	30346		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78672755	UPSTAR	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6771		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4048853539		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Segeda T. Ranjeet		
Address Line 1:	600 Peachtree Street		
Address Line 2:	Troutman Sanders LLP - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	35865.01 (UPSTAR ASSIGNME		
NAME OF SUBMITTER:	Segeda T. Ranjeet		
Signature:	/str/		

OP \$40.00 78672755

Date:

08/25/2006

Total Attachments: 1

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 14th day of August, 2006 by and CompuCredit Intellectual Property Holdings Corp. II, a Nevada corporation ("Assignor") and Upstar Financial, LLC., a Georgia limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor has adopted and used as is the owner of U.S. Application No. 78/672755 for registration of the service mark UPSTAR (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"

COMPUCREDIT INTELLECTUAL
PROPERTY HOLDINGS CORP. II

BY: Chasen Carroll

Name: Chasen Carroll

Title: Name: President