



ET

103341863

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Valesco Acquisitions, LLC

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company - Colorado
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) November 21, 2006

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

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Freeport Financial LLC, as Term Agent

Internal

Address: Suite 1710

Street Address: 500 West Monroe Street

City: Chicago

State: Illinois

Country: USA Zip: 60661

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other DE-LLC Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
78826657

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

11/29/2006 DBYRNE 00000037 78826657

01 FC:8523  
02 FC:8523 C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
120.00 OP

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

Name: Gayle D. Grocke

Internal Address: c/o Latham & Watkins LLP

Suite 5800

Street Address: 233 South Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: 312-993-2622

Fax Number: 312-993-9767

Email Address: gayle.grocke@lw.com

**6. Total number of applications and registrations involved:**

1

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

*Gayle D. Grocke*  
Signature

Gayle D. Grocke

Name of Person Signing

ASSIGNMENTS DIV  
11/27/06  
2006 NOV 28 AM 10:55  
RECEIVED OPR

Total number of pages including cover sheet, attachments, and document: **8**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#2. Additional Receiving Party:

GMAC Commercial Finance LLC, as Revolving Agent  
1290 Avenue of the Americas, Third Floor  
New York, NY 10104  
USA

Citizenship: Delaware LLC

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 21, 2006, by VALESCO ACQUISITIONS, LLC, a Colorado limited liability company ("Grantor"), in favor of FREEPORT FINANCIAL LLC, a Delaware limited liability company, as term agent ("Term Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement described below, and GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, as revolving agent for the Lenders ("Revolving Agent"; together with Term Agent, the "US Agents").

### WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Collect America, Ltd., a Delaware corporation ("Collect America"), Astrum Financial, LLC, a Colorado limited liability company ("Astrum") (Collect America and Astrum are collectively referred to as "US Borrowers" and individually as a "US Borrower"), Preferred Credit Resources Limited, an Ontario corporation ("Canadian Borrower") (US Borrowers and Canadian Borrower are collectively referred to as the "Borrowers" and individually as a "Borrower"), Grantor, the other Persons named therein as Loan Parties, GMAC Commercial Finance Corporation – Canada, an Ontario corporation, as Canadian agent for the Lenders (the "Canadian Agent", and together with the US Agents, the "Agents") and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agents and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agents, for the benefit of Agents and the Lenders, that certain Master Reaffirmation, Amendment and Joinder Agreement dated as of the date hereof by and among US Borrowers, Grantor, the other US Loan Parties and US Agents (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Master Reaffirmation");

WHEREAS, pursuant to the Security Agreement dated as of the Prior Closing Date (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and the Master Reaffirmation, Grantor is required to execute and deliver to US Agents, for the benefit of Agents and the Lenders, this Trademark Security Agreement;

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to US Agents, on behalf of the Agents and the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

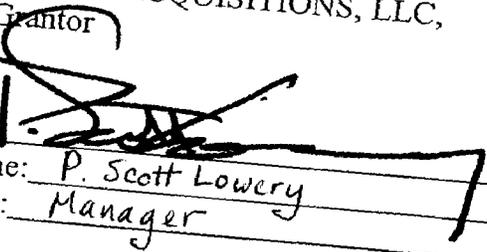
3. SECURITY AGREEMENT. The security interests granted pursuant to this

Trademark Security Agreement are granted in conjunction with the security interests granted to US Agents, on behalf of the Agents and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agents with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

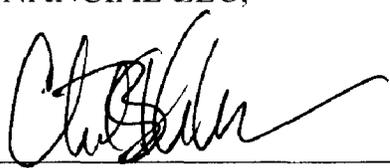
VALESCO ACQUISITIONS, LLC,  
as Grantor

By:   
Name: P. Scott Lowery  
Title: Manager

(Signature Page to Trademark Security Agreement)

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC,  
as Term Agent

By:  \_\_\_\_\_

Name: Chad Blakeman  
Title: Authorized Signatory

GMAC COMMERCIAL FINANCE LLC,  
as Revolving Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(Signature Page to Trademark Security Agreement)

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL LLC,  
as Term Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

GMAC COMMERCIAL FINANCE LLC,  
as Revolving Agent

By: Thomas Maiale  
Name: Thomas Maiale  
Title: Director

**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS<sup>1</sup>**

**Trademark Application:**

<u>Owner</u>	<u>Application Number</u>	<u>Name</u>
Valesco Acquisitions, LLC	78826657	USA PLATINUM

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<sup>1</sup> Borrowers to modify the schedule as appropriate.