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TO:AUMA N. REGGY COMPANY:600 PEACHTREE STREET, N.E.

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.106/28/2007
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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
Upstar Financial, LLC		03/20/2007	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	CompuCredit Intellectual Property Holdings Corp. II		
Street Address:	101 Convention Center Drive		
Internal Address:	Suite 850-15C		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89109		
Entity Type:	CORPORATION: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3178544	UPSTAR	
CORRESPONDENCE DATA			
Fax Number:	(404)982-8883		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(404) 885-3281		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Auma N. Reggy		
Address Line 1:	600 Peachtree Street, N.E.		
Address Line 2:	Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
NAME OF SUBMITTER:	Auma N. Reggy		
Signature:	/anr/		
Date:	06/28/2007		

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TO:AUMA N. REGGY COMPANY:600 PEACHTREE STREET, N.E.

Total Attachments: 1
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 20th day of March, 2007 by and between Upstar Financial, LLC, a Georgia Limited Liability Corporation ("Assignor") and, CompuCredit Intellectual Property Holdings Corp II, a Nevada corporation ("Assignee") (collectively, the "Parties")

RECITALS

WHEREAS, Assignor has adopted and used and is the owner of all right, title and interest in and to the mark UPSTAR and U.S. Registration No. 3,178,544 for such mark (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 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"

UPSTAR FINANCIAL, LLC

By: 

Name: Jon Harkman

Title: President

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TO:AUMA N. REGGY COMPANY:600 PEACHTREE STREET, N.E.

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 29th day of March, 2007 by and between U*Star Financial, LLC, a Georgia Limited Liability Corporation ("Assignor") and, Computex Intellectual Property Holdings Corp. II, a Nevada corporation ("Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, Assignor has adopted and used and is the owner of all right, title and interest in and to the mark UPSLAR and U.S. Registration No. 3,728,544 for such mark (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 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 in the United States and throughout the world.

"ASSIGNOR"

U*STAR FINANCIAL, LLC

By [Signature]
Name [Name]
Title [Title]

Friday, March 23, 2007 11:58