

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ACC Consumer Finance		03/05/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CompuCredit Intellectual Property Holdings Corp. II		
<b>Street Address:</b>	101 Convention Center Drive		
<b>Internal Address:</b>	Suite 850-15C		
<b>City:</b>	Las Vegas		
<b>State/Country:</b>	NEVADA		
<b>Postal Code:</b>	89109		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77035450	SECURE-PAY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(404)962-6883		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(404) 885-3281		
<b>Email:</b>	trademarks@troutmansanders.com		
<b>Correspondent Name:</b>	Auma N. Reggy, Esq.		
<b>Address Line 1:</b>	600 Peachtree Street, N.E. - Suite 5200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308-2216		
<b>NAME OF SUBMITTER:</b>	Auma N. Reggy		
<b>Signature:</b>	/anr/		
<b>Date:</b>	03/10/2008		

OP \$40.00 77035450

Total Attachments: 2

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## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 5<sup>th</sup> day of March, 2008 by and between ACC Consumer Finance, a limited liability company organized under the laws of Delaware ("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 the mark (the "Mark") set forth on Schedule A attached hereto and incorporated herein by this reference; and

WHEREAS, Assignor is the owner of all right, title and interest in and to the application (the "Application") set forth on Schedule A; and

WHEREAS, Assignee and Assignor desire to enter into this Assignment to effect the transfer of the Mark and Application.

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 and Application in the United States and throughout the world and to the underlying business pertaining to the Mark and Application, together with the goodwill of the business symbolized by the Mark and Application and the right to recover damages and profits and other remedies for past infringement of the Mark and Application.

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 Application, 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"

ACC CONSUMER FINANCE

By: TM

Name: Tim Condon

Title: CEO/President

Schedule A

Application

Mark

App. No.

Filing Date

SECURE-PAY

77/035450

11/02/2006