

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|---------------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Intellectual Property Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| OUTSOURCING SOLUTIONS, INC. | | 02/29/2008 | CORPORATION: |
| RECEIVING PARTY DATA | | | |
| Name: | CITIZENS BANK OF PENNSYLVANIA, as Collateral Agent | | |
| Street Address: | 101 Park Avenue | | |
| Internal Address: | Attn: Leslie Broderick | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10178 | | |
| Entity Type: | BANK: | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2306812 | OSI | |
| Registration Number: | 2916543 | OSI | |
| Registration Number: | 2402808 | OSI | |
| Registration Number: | 2853399 | OSI STRATEGIC RECEIVABLES OUTSOURCING | |
| Registration Number: | 2466315 | MAKING CASH FLOW | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (714)755-8290 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 714-540-1235 | | |
| Email: | ipdocket@lw.com, kristin.azcona@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive, 20th Floor | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |

OP \$140.00 2306812

| | |
|-------------------------|-------------------|
| ATTORNEY DOCKET NUMBER: | 038264-0133 |
| NAME OF SUBMITTER: | Kristin J. Azcona |
| Signature: | /kja/ |
| Date: | 03/18/2008 |

Total Attachments: 23

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated February 29, 2008, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of CITIZENS BANK OF PENNSYLVANIA ("*Citizens*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Collect Acquisition Corp., a Pennsylvania corporation ("*Collect*"), NCO Financial Systems, Inc., a Pennsylvania corporation (together with Collect, the "*Borrower*"), Collect Holdings, Inc., a Delaware corporation (the "*Parent*") and the Subsidiary Guarantors party thereto have entered into a Credit Agreement dated as of November 15, 2006 (as amended by that certain First Amendment dated February 8, 2008 and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Citizens, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated November 15, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications, or any trademark registrations issuing

therefrom, under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "*Copyrights*");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents and the Secured Hedge Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents or the Secured Hedge Agreements but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth

in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Asset Recovery & Management Corp.
Coast to Coast Consulting, LLC
Greystone Business Group, LLC
Gulf State Credit, L.L.C.
Jennifer Loomis & Associates, Inc.
North Shore Agency, Inc.
Old OSI LLC
OSI Collection Services, Inc.
OSI Education Services, Inc.
OSI Outsourcing Services International, Inc.
OSI Outsourcing Services, Inc.
OSI Portfolio Services, Inc.
OSI Recovery Solutions, Inc.
OSI SPE LLC
OSI Support Services, Inc.
Outsourcing Solutions Inc.
Pacific Software Consulting, LLC
PAE Leasing, LLC
Payco American International Corp.
Perimeter Credit, L.L.C.
Professional Recoveries Inc.
Qualink, Inc.
Transworld Systems Inc.
Union Settlement Administrator, Inc.
Union Settlement Administrator Holdco, Inc.
University Accounting Service, LLC

By:


Joshua Gindin, Secretary of each of the
above entities

Address for notices:

507 Prudential Road
Horsham, PA 10944
Attn: John R. Schwab

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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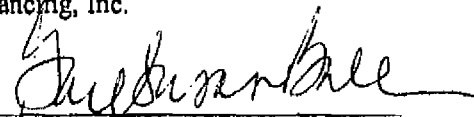
Credit Receivables Corporation I
Systems & Services Technologies, Inc.
Tempest Recovery Services, Inc.

By _____
Joshua Gindin, Secretary of each of the
above entities

Address for notices:

507 Prudential Road
Horsham, PA 10944
Attn: John R. Schwab

AC Financial Services, Inc.
ALW Financial, Inc.
FCA Funding, Inc.
NCO Funding, Inc.
NCO Group International, Inc.
NCO Holdings, Inc.
NCO Portfolio Management, Inc.
NCOCRM Funding, Inc.
NCOP Financing, Inc.

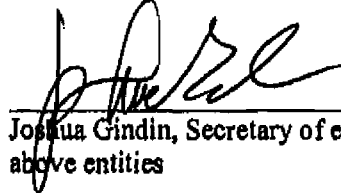
By 
Title: Gail Ball, Treasurer of each of the above
entities

Address for Notices:

507 Prudential Road
Horsham, PA 10944
Attn: John R. Schwab

Credit Receivables Corporation I
Systems & Services Technologies, Inc.
Tempest Recovery Services, Inc.

By



Joshua Gindin, Secretary of each of the
above entities

Address for notices:

507 Prudential Road
Horsham, PA 10944
Attn: John R. Schwab

AC Financial Services, Inc.
ALW Financial, Inc.
FCA Funding, Inc.
NCO Funding, Inc.
NCO Group International, Inc.
NCO Holdings, Inc.
NCO Portfolio Management, Inc.
NCOCRM Funding, Inc.
NCOP Financing, Inc.

By

Title: Gail Ball, Treasurer of each of the above
entities

Address for Notices:

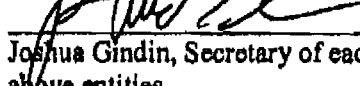
507 Prudential Road
Horsham, PA 10944
Attn: John R. Schwab

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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TRADEMARK
REEL: 003742 FRAME: 0254

AssetCare, Inc.
Compass International Services Corporation
Compass Teleservices, Inc.
JDR Holdings, Inc.
NCO ACI Holdings, Inc.
NCO Customer Management, Inc.
NCO Financial Systems, Inc.
NCO Teleservices, Inc.
NCO Group, Inc.
NCOP Capital Resources, LLC
RMH Teleservices Asia Pacific, Inc.

By 
Title: Joshua Gindin, Secretary of each of the
above entities

Address for Notices:

507 Prudential Road
Horsham, PA 10944
Attn: John R. Schwab

NCOP I, Inc.
NCOP II, Inc.
NCOP III, Inc.
NCOP IV, Inc.
NCOP V, Inc.
NCOP VI, Inc.
NCOP VII, Inc.
NCOP VIII, LLC
NCOP IX, LLC
NCOP X, LLC
NCOP Nevada Holdings, Inc.
NCOP Services, Inc.
NCOP / Marlin, Inc.

By _____
Title: Richard J. Palmer, Treasurer of each of the
above entities

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

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TRADEMARK
REEL: 003742 FRAME: 0255

AssetCare, Inc.
Compass International Services Corporation
Compass Teleservices, Inc.
JDR Holdings, Inc.
NCO ACI Holdings, Inc.
NCO Customer Management, Inc.
NCO Financial Systems, Inc.
NCO Teleservices, Inc.
NCO Group, Inc.
NCOP Capital Resources, LLC
RMH Teleservices Asia Pacific, Inc.

By _____
Title: Joshua Gindin, Secretary of each of the
above entities




Address for Notices:




507 Prudential Road
Horsham, PA 10944
Attn: John R. Schwab




NCOP I, Inc.
NCOP II, Inc.
NCOP III, Inc.
NCOP IV, Inc.
NCOP V, Inc.
NCOP VI, Inc.
NCOP VII, Inc.
NCOP VIII, LLC
NCOP IX, LLC
NCOP X, LLC
NCOP Nevada Holdings, Inc.
NCOP Services, Inc.
NCOP / Marlin, Inc.





By _____
Title: Richard J. Palmer, Treasurer of each of the
above entities


INTELLECTUAL PROPERTY

| Service Mark | Country | (Application Number) Registration Number | (Application Date) Registration Date | Int. Class (es) | Status |
|---|----------------|---|---|------------------------|--|
| ASK! ALWAYS SEEKS KNOWLEDGE & DESIGN  | United States | (78/774,286) | (12/15/05) | 35 | Pending Rsp due: 03/04/08 |
| ASSETCARE | United States | (78/793,013) | (01/17/06) | 36 | Pending Statement of Use filed 01/10/08 |
| CHECK SERV | United States | 1,630,310 | 01/01/91 | 36 | Registered Renewal due 01/01/11 |
| CHECK SERV & DESIGN  | United States | 1,617,942 | 10/16/90 | 36 | Registered Renewal due 10/16/10 |
| EARLY CONTACT | United States | 2,758,489 | 09/02/03 | 36 | Registered Section 8 & 15 affidavit due: 09/02/09 |
| MANAGEMENT ADJUSTMENT BUREAU | United States | 2,180,029 | 08/11/98 | 35 & 36 | Registered Renewal due 08/11/08 |
| MEDCLR THE CLEAR SOLUTION TO HEALTHCARE RECEIVABLES & DESIGN  | USA | (77/196,456) | (06/04/07) | 36 & 36 | Pending Application published |

| Service Mark | Country | (Application Number) Registration Number | (Application Date) Registration Date | Int. Class (es) | Status |
|--|---------------|---|---|-----------------|--|
| MEDSOURCE & DESIGN  | United States | 3,101,014 | 06/06/06 | 36 | Registered Section 8 & 15 affidavit due: 06/06/12 |
| MILLIKEN & MICHAELS | United States | 1,752,873 | 02/16/93 | 36 | Registered Renewal due: 02/16/13 |
| MMMM (Stylized)  | United States | 1,862,739 | 11/15/94 | 36 | Registered Renewal due: 11/15/14 |
| NATIONAL REVENUE CORPORATION | United States | 1,051,452 | 10/26/76 | 36 | Registered Renewal due 10/26/16 |
| NCO (Stylized)  | United States | 2,265,996 | 08/03/99 | 35 & 36 | Registered Renewal due: 08/03/09 |
| NCO ACCESS | United States | 2,671,154 | 01/07/03 | 35 | Registered Section 8 & 15 affidavit due: 01/07/09 |
| NCO ACCESS & DESIGN  | United States | 3,074,527 | 03/28/06 | 35 | Registered Section 8 & 15 affidavit due: 03/28/12 |
| NCO ATTORNEY NETWORK SERVICES | United States | 3,078,440 | 04/11/06 | 36 | Registered Section 8 & 15 affidavit due: 04/11/12 |

| Service Mark | Country | (Application Number) Registration Number | (Application Date) Registration Date | Int. Class (es) | Status |
|---|---------------|--|--------------------------------------|-----------------|--|
| NCO ERECOVEREASE | United States | 2,817,564 | 02/24/04 | 36 | Registered Section 8 & 15 affidavit due: 02/24/10 |
| NCO FINANCIAL SYSTEMS, INC. | United States | 2,409,705 | 12/05/00 | 35 & 36 | Registered Renewal due: 12/05/10 |
| NCO GROUP | United States | 2,270,128 | 08/17/99 | 35 & 36 | Registered Renewal due: 08/17/09 |
| NCO GROUP & DESIGN  | United States | 3,077,555 | 04/04/06 | 36 | Registered Section 8 & 15 affidavit due: 04/04/12 |
| NCO PORTFOLIO MANAGEMENT, INC. | United States | 2,785,368 | 11/25/03 | 36 | Registered Section 8 & 15 affidavit due: 11/25/09 |
| NCOEFORWARDEASE & DESIGN  | United States | (78/410,577) | (04/29/04) | 9 | Pending Statement of Use due: 07/10/08 |
| NCOEFORWARDEASE & DESIGN  | United States | 3,164,171 | 10/24/06 | 35 & 36 | Registered Section 8 & 15 due: 10/24/12 |
| NCOEPAYMENTS | United States | 3,033,338 | 12/27/05 | 36 | Registered Section 8 & 15 affidavit due: 12/27/11 |

| Service Mark | Country | (Application Number) Registration Number | (Application Date) Registration Date | Int. Class (es) | Status |
|--|---------------|---|---|-----------------|--|
| NCOEPAYMENTS & DESIGN  | United States | 3,357,061 | 12/18/07 | 36 | Registered Section 8 & 15 affidavit due: 12/18/13 |
| NCOEPAYMENTS (Stylized)  | United States | 2,969,057 | 07/19/05 | 36 | Registered Section 8 & 15 affidavit due: 07/19/11 |
| NCOERECOVEREASE & DESIGN | United States | 3,149,535 | 09/26/2006 | 36 | Registered Section 8 & 15 affidavit due: 09/26/12 |
| NCOPORTFOLIO | United States | 2,760,731 | 09/09/03 | 35 | Registered Section 8 & 15 affidavit due: 09/09/09 |
| NCOPORTFOLIO (Stylized)  | United States | 2,760,730 | 09/09/03 | 36 | Registered Section 8 & 15 affidavit due: 09/09/09 |
| NRC & DESIGN  | United States | 1,150,020 | 03/31/81 | 36 | Registered Renewal due: 03/31/2011 |
| RMH** | United States | 2,620,901 | 09/17/02 | 35 | Registered Section 8 & 15 affidavit due: 09/17/08 |

| Service Mark | Country | (Application Number) Registration Number | (Application Date) Registration Date | Int. Class (es) | Status |
|---|---------------|--|--------------------------------------|-----------------|---|
| SST SYSTEMS & SERVICES TECHNOLOGIES, INC. AN NCO GROUP, INC. COMPANY & DESIGN  | United States | (77/376,471) | (01/21/08) | 36 & 36 | Pending Application not yet examined |

* In the name of NCO Customer Management, Ltd.

** In the name of NCO Customer Management, Inc.

United States Copyright Registrations


| Copyright | Registration Number | Registration Date |
|---|---------------------|-------------------|
| ACCESS: ADVANCED CREDIT & COLLECTION ENVIRONMENTAL SUPPORT SYSTEM | TX 3-096-160 | 05/16/91 |
| CO-SOURCE, SALES, COLLECTIONS AND MANAGEMENT SYSTEM SOFTWARE | TXU 950-036 | 03/21/01 |
| CONTINUING INDEPENDENT DISTRICT REPRESENTATIVE AGREEMENT TO MARKET FIELD CONTACT AND OTHER SERVICES | TX 668-710 | 11/07/80 |
| CONTINUING INDEPENDENT DISTRICT REPRESENTATIVE AGREEMENT TO MARKET FIELD CONTACT AND OTHER SERVICES | TX 668-711 | 11/07/80 |
| CONTINUING INDEPENDENT DISTRICT REPRESENTATIVE AGREEMENT TO MARKET FIELD CONTACT AND OTHER SERVICES | TX 668-712 | 11/07/80 |





| Copyright | Registration Number | Registration Date |
|---|---------------------|-------------------|
| CONTINUING INDEPENDENT DISTRICT REPRESENTATIVE AGREEMENT TO MARKET FIELD CONTACT AND OTHER SERVICES | TX 668-713 | 11/07/80 |
| EXECUTIVE SYSTEM | TX 685-540 | 11/07/80 |
| FOR MULTIPLE LOCATION USE ONLY | TX 723-797 | 11/07/80 |
| FOR MULTIPLE LOCATION USE ONLY | TX 723-795 | 11/07/80 |
| FOR MULTIPLE LOCATION USE ONLY | TX 723-793 | 11/07/80 |
| GLB100 | TXU 1-060-662 | 09/11/02 |
| GOLDEN SYSTEM | TX 723-795 | 11/07/80 |
| INDEPENDENT AREA REPRESENTATIVE AGREEMENT | TX 668-705 | 11/07/80 |
| INDEPENDENT DISTRICT REPRESENTATIVE AGREEMENT | TX 668-706 | 11/07/80 |
| INDEPENDENT FIELD TRAINER REPRESENTATIVE AGREEMENT | TX 668-708 | 11/07/80 |
| INDEPENDENT REGION REPRESENTATIVE AGREEMENT | TX 668-707 | 11/07/80 |
| NATIONAL REVENUE CORPORATION EXECUTIVE CONSULTANTS SALES MANUAL | TX 687-546 | 05/13/81 |
| NATIONAL REVENUE CORPORATION INDEPENDENT SALES REPRESENTATIVE AGREEMENT | TX 706-234 | 11/07/80 |
| NATIONAL REVENUE CORPORATION NEW EXECUTIVE CONSULTANT INSTALLATION PROGRAM | TX 687-544 | 05/13/81 |
| NATIONAL REVENUE CORPORATION SYSTEM INSTRUCTIONS | TX 723-796 | 11/07/80 |
| NATIONAL REVENUE CORPORATION: N R C'S FIXED FEE PHILOSOPHY/RICHARD SCHULTZ | TX 1-106-000 | 02/19/82 |
| NCO ERECOVEREASE | TX 5-836-524 | 10/16/03 |
| QUESTIONS & ANSWERS ABOUT YOUR CAREER PATH | TX 687-543 | 05/13/81 |
| "S" SYSTEM ACTIVATOR BOOKLET | TX 723-798 | 11/07/80 |
| SALES MAKER SOFTWARE PROGRAM | TX 5-837-934 | 06/24/03 |
| SPECIAL INTRODUCTORY OFFER FOR ASSOCIATION MEMBERS | TX 723-792 | 11/07/80 |
| THE FLIP KIT: BOOKLET NO. 2 | TX 710-894 | 05/31/81 |
| THE PRESENTATION: BOOKLET NO. 1 | TX 687-545 | 05/13/81 |
| THE PRESENTATION: OPTIONAL LEVELS OF SERVICE: BOOKLET NO. 3 | TX 710-893 | 05/13/81 |
| TOTAL CONCEPT COLLECTIONS | TX 663-429 | 11/07/80 |
| UNIVERSAL COLLECTION SYSTEM | TXu 931-460 | 12/13/99 |
| YOUR ALTERNATIVE COLLECTION SOURCE | TX 723-791 | 11/07/80 |

Trademarks

| Mark | Country | Reg. Date | Next Deadline | Status/Notes |
|---|------------|-------------------------|---------------------------|--|
| The words "TRANSWORLD SYSTEMS INC." | USA | 1,312,616 (01/01/85) | Renewal due 01/01/2015 | Renewal 2005 accepted. Earliest date to file renewal 01/01/2014 |
| The letters "CMS" surrounded by globe outline design | USA | 1,473,504 (01/19/88) | Renewal due 01/19/2008 | 8&15 accepted. Earliest date to file renewal 01/19/2007 Renewal sent to client 6/26/07 Last reminder sent to client 11/19/2007 |
| The word "TSI" | USA | 1,726,248 (10/20/92) | Renewal due 10/20/2012 | 8 & 15 accepted. Earliest date to file renewal. 10/20/11 |
| The word "CDIS" | USA | 1,783,991 (07/27/93) | Renewal due 07/27/2013 | Last renewal accepted. Earliest date to file renewal 07/27/2012 |
| The word "TSI" and globe outline design | Canada | 296,845 (06/08/99) | Renewal due 11/09/2014 | Last renewal accepted. Earliest date to file renewal 05/19/2014 |
| The words "TRANSWORLD SYSTEMS" | Canada | 296,846 (06/08/99) | Renewal due 11/09/2014 | Last renewal accepted. Earliest date to file renewal 05/19/2014 |
| The word "CMS" and globe outline design | Canada | 297,823 (06/23/99) | Renewal due 12/07/2014 | Last renewal accepted. Earliest date to file renewal 06/07/2014 |
| The words "Credit Management Services" | California | 9163 (01/10/80) | Renewal due 01/10/2010 | Last renewal accepted. Earliest date to file renewal 07/03/2009 |
| The words "Transworld Systems Inc." ("Inc." is disclaimed apart from the mark as a whole) | California | 18623 (01/20/84) | Renewal due 01/20/2014 | Last renewal accepted. Earliest date to file renewal 07/20/2013 |

| Mark | Country | Reg. Date | Next Deadline | Status/Notes |
|---------------------------|------------|---------------------------|---------------------------|--|
| The letters "TSI" | California | 18640 (01/24/84) | Renewal due 01/24/2014 | Last renewal accepted. Earliest date to file renewal 07/24/2013 |
| The word "Transmittal" | California | 35791 (12/26/89) | Renewal due 12/26/2009 | Earliest date to file renewal 06/26/2009 |
| The word "Transmittal" | Colorado | 19851016532 (10/10/79) | Renewal due 10/10/2009 | Earliest date to file renewal 4/10/2009. |
| The word "Transmittal" | New York | S-16775 (09/27/99) | Renewal due 11/16/2009 | Earliest date to file renewal 05/09/2009 |
| The word "Transmittal" | Oklahoma | 30350 (10/11/79) | Renewal due 10/11/2009 | Earliest date to file renewal 04/11/2009 |
| The word "Transmittal" | Washington | 11517 (10/11/79) | Renewal due 10/11/2010 | Earliest date to file renewal 04/11/2009 |
| The word "Transmittal" | Illinois | 048182 (10/12/79) | Renewal due 5/4/2011 | New application submitted 6/2005 Earliest date to file renewal 5/4/2010 |

| Country | Mark | Status | Class | Reg. No. (App. No.) | Reg. Date (App. Date) | Owner |
|---------|---|------------|--------|------------------------|--------------------------|---|
| USA | QUALINK | Registered | 35, 36 | 2,183,354 | 8/25/1998 | Qualink, Inc. |
| USA | IMPACT | Registered | 36 | 1,429,516 | 2/17/1987 | University Accountin g Service, Inc. |
| USA | JENNIFER LOOMIS & ASSOCIATES, INC. | Registered | 35 | 1,791,840 | 9/7/1993 | OSI Support Services, Inc. |
| USA |  | Registered | 35 | 1,780,531 | 7/6/1993 | OSI Support Services, Inc. |
| USA | JLA | Registered | 35 | 1,780,529 | 7/6/1993 | OSI Support Services, |

| Country | Mark | Status | Class | Reg. No. (App. No.) | Reg. Date (App. Date) | Owner |
|---------|---|------------|--------|------------------------|--------------------------|----------------------------|
| USA |  | Registered | 35, 36 | 2,044,559 | 3/11/1997 | OSI Support Services, Inc. |
| USA | PAYCO | Registered | 35, 36 | 1,750,367 | 2/2/1993 | OSI Support Services, Inc. |
| USA | SELECT | Registered | 35, 36 | 1,852,560 | 9/6/1994 | OSI Support Services, Inc. |
| USA |  | Registered | 35, 36 | 1,758,668 | 3/16/1993 | OSI Support Services, Inc. |
| USA |  | Registered | 36 | 1,621,599 | 11/6/1990 | OSI Support Services, Inc. |
| USA |  | Registered | 35 | 1,612,308 | 9/4/1990 | OSI Support Services, Inc. |
| USA | UAS | Registered | 35 | 1,612,307 | 9/4/1990 | OSI Support Services, Inc. |
| USA | UAS | Registered | 36 | 1,621,598 | 11/6/1990 | OSI Support Services, Inc. |
| USA | CHECKBACK | Registered | 36 | 1,580,533 | 1/30/1990 | OSI |

| Country | Mark | Status | Class | Reg. No. (App. No.) | Reg. Date (App. Date) | Owner |
|---------|------|--------|-------|------------------------|--------------------------|------------------------|
| | | | | | | Support Services, Inc. |



| Copyright Title | Reg. No. | Reg. Date | Owner |
|--|--------------|------------|----------------------------|
| CDIS manual | TX0004162555 | 11/3/1995 | Transworld Systems, Inc. |
| CDIS Software | TX0004068714 | 6/5/1995 | Transworld Systems, Inc. |
| Eliminating the high cost of debt collection | TX0004071926 | 7/11/1995 | Transworld Systems, Inc. |
| This is not a final notice. | TX0004508982 | 3/18/1997 | North Shore Agency, Inc. |
| The Application process. | SR0000098401 | 12/14/1988 | Payco American Corporation |
| Due diligence & timely filing. | SR0000098404 | 12/14/1988 | Payco American Corporation |
| Eligibility requirements. | SR0000098405 | 12/14/1988 | Payco American Corporation |
| Interest benefits & special allowance. | SR0000098406 | 12/14/1988 | Payco American Corporation |
| Lender responsibilities. | SR0000098400 | 12/14/1988 | Payco American Corporation |
| Program overview. | SR0000098402 | 12/14/1988 | Payco American Corporation |
| The Repayment process. | SR0000098399 | 12/14/1988 | Payco American Corporation |
| The Application process. | TX0002467602 | 12/14/1988 | Payco American Corporation |
| Due diligence & timely filing. | TX0002467608 | 12/14/1988 | Payco American Corporation |
| Due diligence and timely filing. | PA0000401185 | 12/14/1988 | Payco American Corporation |
| Eligibility | PA0000401186 | 12/14/1988 | Payco American |

| | | | |
|---------------------------|--------------|------------|----------------------------|
| requirements. | | | Corporation |
| Eligibility requirements. | TX0002467604 | 12/14/1988 | Payco American Corporation |

| Copyright Title | Reg. No. | Reg. Date | Owner |
|---|-----------------|------------------|----------------------------|
| Federal interest benefit & special allowances | TX0002467605 | 12/14/1988 | Payco American Corporation |
| The GSL application process. | PA0000401198 | 12/14/1988 | Payco American Corporation |
| Interest subsidy, special allowances. | PA0000401172 | 12/14/1988 | Payco American Corporation |
| Lender responsibilities. | PA0000401177 | 12/14/1988 | Payco American Corporation |
| Lender responsibilities. | TX0002467607 | 12/14/1988 | Payco American Corporation |
| Loan program overview & eligibility requirements. | TX0002467606 | 12/14/1988 | Payco American Corporation |
| Program orientation. | PA0000401170 | 12/14/1988 | Payco American Corporation |
| Repayment. | PA0000401104 | 12/14/1988 | Payco American Corporation |
| The Repayment process. | TX0002467603 | 12/14/1988 | Payco American Corporation |

Outsourcing Solutions Inc.

United States and Canada Trademarks (as of November 27, 2007)

| Trademark/Service Mark | Serial No./Registration No. (Filing/Registration Date) | Country | Status |
|---|---|----------------|--|
| OSI® | 2,306,812 (January 11, 2000) | United States | <ul style="list-style-type: none"> • REGISTERED • Sections 8 & 9 Renewal due on or before January 11, 2010 |
| OSI® | 2,916,543 (January 4, 2005) | United States | <ul style="list-style-type: none"> • REGISTERED • Sections 8 & 15 Declaration due on or before January 4, 2011 |
|  | 2,402,808 (November 7, 2000) | United States | <ul style="list-style-type: none"> • REGISTERED • Sections 8 & 9 Renewal due on or before November 7, 2010 |
|  | 2,853,399 (June 15, 2004) | United States | <ul style="list-style-type: none"> • REGISTERED • Sections 8 & 15 Declaration due on or before June 15, 2010 |

Outsourcing Solutions Inc.

United States and Canada Trademarks (as of November 27, 2007)

| Trademark/Service Mark | Serial No./Registration No. (Filing/Registration Date) | Country | Status |
|-------------------------------|---|----------------|---|
| MAKING CASH FLOW® | 2,466,315 (July 3, 2001) | United States | <ul style="list-style-type: none">• REGISTERED• Sections 8 & 9 Renewal due on or before July 3, 2011 |






Transworld Systems Inc.

United States and Canada Trademarks (as of November 27, 2007)


| Trademark/Service Mark | Serial No./Registration No. (Filing/Registration Date) | Country | Status |
|-------------------------------|---|----------------|---------------|
|-------------------------------|---|----------------|---------------|

Transworld Systems Inc.

United States and Canada Trademarks (as of November 27, 2007)

| Trademark/Service Mark | Serial No./Registration No. (Filing/Registration Date) | Country | Status |
|---|---|-------------------------------------|---|
|  | <p align="center">2,550,057 (March 19, 2002)</p> | <p align="center">United States</p> | <ul style="list-style-type: none"> • REGISTERED • Sections 8 & 15 Declaration due on or before March 19, 2008 |
|  | <p align="center">2,701,216 (March 25, 2003)</p> | <p align="center">United States</p> | <ul style="list-style-type: none"> • REGISTERED • Sections 8 & 15 Declaration due on or before March 25, 2009 |
|  | <p align="center">2,640,946 (October 22, 2002)</p> | <p align="center">United States</p> | <ul style="list-style-type: none"> • REGISTERED • Sections 8 & 15 Declaration due on or before October 22, 2008 |
|  | <p align="center">3,100,763 (June 6, 2006)</p> | <p align="center">United States</p> | <ul style="list-style-type: none"> • REGISTERED • Sections 8 & 15 Declaration due on or before June 6, 2012 |
|  | <p align="center">TMA601749 (February 10, 2004)</p> | <p align="center">Canada</p> | <ul style="list-style-type: none"> • REGISTERED |

| Transworld Systems Inc. United States and Canada Trademarks (as of November 27, 2007) | | | |
|--|---|----------------|---|
| Trademark/Service Mark | Serial No./Registration No. (Filing/Registration Date) | Country | Status |
| Transworld Systems | 2,621,256 (September 17, 2002) | United States | <ul style="list-style-type: none"> • REGISTERED • Sections 8 & 15 Declaration due on or before September 17, 2008 |

| <u>Trademark</u> | <u>Debtor</u> | <u>Filing Date/Issued Date</u> | <u>Status</u> | <u>Application Registration No.</u> |
|--|--|--------------------------------|---------------|-------------------------------------|
|  SST Systems & Services Technologies, Inc. An NCO Group, Inc. Company | Systems & Services Technologies, Inc. | January 21, 2008 | Live | 77376471 (Serial Number) |