

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TRANSWORLD SYSTEMS INC.		02/29/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIZENS BANK OF PENNSYLVANIA, as Collateral Agent		
<b>Street Address:</b>	101 Park Avenue		
<b>Internal Address:</b>	Attn: Leslie Broderick		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10178		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2550057	GREENFLAG CHECK GUARANTEE	
Registration Number:	2701216	GREENFLAG PROFIT RECOVERY	
Registration Number:	2640946	GREENFLAG	
Registration Number:	3100763	GREENFLAG PROFIT RECOVERY BY TRANSWORLD SYSTEMS	
Registration Number:	2621256	TRANSWORLD SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		

**OP \$140.00 2550057**

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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TRADEMARK  
REEL: 003742 FRAME: 0277

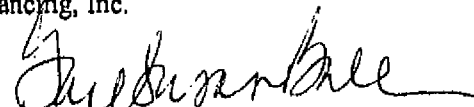
Credit Receivables Corporation I  
Systems & Services Technologies, Inc.  
Tempest Recovery Services, Inc.

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

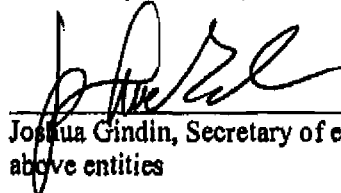
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TRADEMARK  
REEL: 003742 FRAME: 0278

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:

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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:

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Attn: John R. Schwab

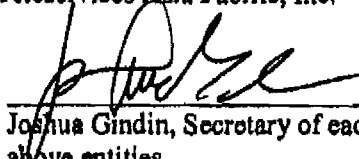
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TRADEMARK  
REEL: 003742 FRAME: 0279



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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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




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NCOP I, Inc.  
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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**

<b>Service Mark</b>	<b>Country</b>	<b>(Application Number) Registration Number</b>	<b>(Application Date) Registration Date</b>	<b>Int. Class (es)</b>	<b>Status</b>
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

<b>Copyright Title</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Owner</b>
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"> <li>• <b>REGISTERED</b></li> <li>• <b>Sections 8 &amp; 9 Renewal</b> due on or before January 11, 2010</li> </ul>
OSI®	2,916,543 (January 4, 2005)	United States	<ul style="list-style-type: none"> <li>• <b>REGISTERED</b></li> <li>• <b>Sections 8 &amp; 15 Declaration</b> due on or before January 4, 2011</li> </ul>
	2,402,808 (November 7, 2000)	United States	<ul style="list-style-type: none"> <li>• <b>REGISTERED</b></li> <li>• <b>Sections 8 &amp; 9 Renewal</b> due on or before November 7, 2010</li> </ul>
	2,853,399 (June 15, 2004)	United States	<ul style="list-style-type: none"> <li>• <b>REGISTERED</b></li> <li>• <b>Sections 8 &amp; 15 Declaration</b> due on or before June 15, 2010</li> </ul>

**Outsourcing Solutions Inc.**

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

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






**Transworld Systems Inc.**

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

<b>Trademark/Service Mark</b>	<b>Serial No./Registration No. (Filing/Registration Date)</b>	<b>Country</b>	<b>Status</b>
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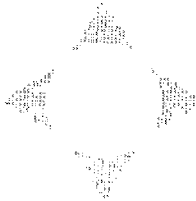
**Transworld Systems Inc.**

**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"> <li>• <b>REGISTERED</b></li> <li>• <b>Sections 8 &amp; 15 Declaration</b> due on or before March 19, 2008</li> </ul>
	<p align="center">2,701,216 (March 25, 2003)</p>	<p align="center">United States</p>	<ul style="list-style-type: none"> <li>• <b>REGISTERED</b></li> <li>• <b>Sections 8 &amp; 15 Declaration</b> due on or before March 25, 2009</li> </ul>
	<p align="center">2,640,946 (October 22, 2002)</p>	<p align="center">United States</p>	<ul style="list-style-type: none"> <li>• <b>REGISTERED</b></li> <li>• <b>Sections 8 &amp; 15 Declaration</b> due on or before October 22, 2008</li> </ul>
	<p align="center">3,100,763 (June 6, 2006)</p>	<p align="center">United States</p>	<ul style="list-style-type: none"> <li>• <b>REGISTERED</b></li> <li>• <b>Sections 8 &amp; 15 Declaration</b> due on or before June 6, 2012</li> </ul>
	<p align="center">TMA601749 (February 10, 2004)</p>	<p align="center">Canada</p>	<ul style="list-style-type: none"> <li>• <b>REGISTERED</b></li> </ul>



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

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