

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
Purpose Intellectual Property Management II, Inc.		05/13/2008	CORPORATION: NEVADA

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: 17

Property Type	Number	Word Mark
Serial Number:	78876688	AGEA
Serial Number:	78893112	GRADUATION GUARANTEED
Registration Number:	2927072	PURPOSE
Registration Number:	2950399	PURPOSE
Registration Number:	3203706	PURPOSE ADVANTAGE
Serial Number:	77271394	PURPOSE CASH ADVANCE
Serial Number:	77282216	PURPOSE CASH ADVANCE
Registration Number:	3205373	PURPOSE CASH ASSIST
Registration Number:	3189119	PURPOSE CASH ASSIST
Serial Number:	78926126	PURPOSE CASH LOAN
Registration Number:	3189081	PURPOSE FINANCIAL
Serial Number:	77128889	PURPOSE LOANS
Serial Number:	78712272	PURPOSE MONEY

OP \$440.00 78876688

Serial Number:	77004045	QBONLINE QUALITY BRANDS
Serial Number:	77262063	REAL CASH. REAL CREDIT. REAL PEOPLE.
Registration Number:	3239851	THE POSSIBILITIES ARE ENDLESS
Serial Number:	77359694	WE BELIEVE IN PEOPLE, NOT JUST SCORES!

CORRESPONDENCE DATA

Fax Number: (404)962-6883

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 404-885-3281

Email: trademarks@troutmansanders.com,
suzanne.fettig@troutmansanders.com

Correspondent Name: Auma N. Reggy, Esq.

Address Line 1: Bank of America Plaza

Address Line 2: 600 Peachtree St. N.E., Suite 5200

Address Line 4: Atlanta, GEORGIA 30308-2216

NAME OF SUBMITTER:	Auma N. Reggy
Signature:	/Auma N. Reggy/
Date:	05/16/2008

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 13th day of May, 2008 by and between Purpose Intellectual Property Management II, Inc., a Nevada corporation ("Assignor"), and CompuCredit Intellectual Property Holdings Corp. II, a Nevada corporation ("Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, Assignor has adopted or used and is the owner of the Marks (the "Marks") 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 Marks set forth on Schedule A; and

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

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

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 Marks, 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.

PURPOSE INTELLECTUAL PROPERTY
MANAGEMENT II, INC. (Assignor)

By: 

Name: Chasim Carr

Title: President

Schedule A

Marks

<u>Trademark</u>	<u>Filing/Registration Date</u>	<u>Application/ Registration #</u>
AGEA & Design	5/4/2006	78/876,688
GRADUATION GUARANTEED	5/25/2006	78/893,112
PURPOSE	2/15/2005	2,927,072
PURPOSE & Design	5/10/2005	2,950,399
PURPOSE ADVANTAGE & Design	1/30/2007	3,203,706
PURPOSE CASH ADVANCE	9/4/2007	77/271,394
PURPOSE CASH ADVANCE & Design	9/18/2007	77/282,216
PURPOSE CASH ASSIST	2/6/2007	3,205,373
PURPOSE CASH ASSIST	12/26/2006	3,189,119
PURPOSE CASH LOAN & Design	7/10/2006	78/926,126
PURPOSE FINANCIAL	12/26/2006	3,189,081
PURPOSE LOANS & Design	3/12/2007	77/128,889
PURPOSE MONEY	9/13/2005	78/712,272
QBONLINE QUALITY BRANDS & Design	9/21/2006	77/004,045
REAL CASH. REAL CREDIT. REAL PEOPLE.	8/22/2007	77/262,063
THE POSSIBILITIES ARE ENDLESS	5/8/2007	3,239,851
WE BELIEVE IN PEOPLE, NOT JUST SCORES!	12/26/2007	77/359,694

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Tuesday May 13 2008.max

RECORDED: 05/16/2008

TRADEMARK
REEL: 003778 FRAME: 0438