TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nationwide Credit, Inc.		07/29/2008	CORPORATION: GEORGIA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	400 Northridge Road
Internal Address:	Suite 600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30350
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77112141	NCI

CH $40.00 77112141

CORRESPONDENCE DATA

Fax Number: (678)553-2693
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (678) 553 2692
Email: withersS@gtlaw.com
Correspondent Name: Sarah Withers
Address Line 1: 3290 Northside Parkway
Address Line 2: Suite 400
Address Line 4: Atlanta, GEORGIA 30327

ATTORNEY DOCKET NUMBER:	068975.014900 (WITHERS)
NAME OF SUBMITTER:	Sarah Withers
Signature:	/S. Withers/

Date:	07/31/2008

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of July 29, 2008 is made by and between NATIONWIDE CREDIT, INC. having a business location at the address set forth below next to its signature (the "Pledgor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

Recitals

The Pledgor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Pledgor.

As a condition to extending credit to or for the account of the Pledgor, the Secured Party has required the execution and delivery of this Agreement by the Pledgor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms used in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Pledgor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

2. Security Interest. The Pledgor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Pledgor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Pledgor represents, warrants and agrees as follows:

(a) **Trademarks.** Exhibit A accurately lists all Trademarks owned by the Pledgor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Pledgor's business. If after the date hereof, the Pledgor owns any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Pledgor's business), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Pledgor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(b) **Title.** The Pledgor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. The Pledgor (i) will have, at the time the Pledgor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(c) **Defense.** The Pledgor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks that are material to its business against all claims or demands of all Persons other than those holding Permitted Liens.

(d) **Maintenance.** The Pledgor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters, trademark registrations and applications therefor. The Pledgor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark material to its business, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(e) **Secured Party's Right to Take Action.** If the Pledgor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Pledgor written notice thereof (or, in the case of the agreements contained in subsection (d), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Pledgor notifies the Secured Party that it intends to abandon a Trademark material to its business, the Secured Party may (but need not) perform or observe such covenant or

agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Pledgor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(f) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Pledgor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) actually incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (e) or exercising its rights under Section 5, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(g) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (e) and exercising its rights under Section 5, the Pledgor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Pledgor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Pledgor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Pledgor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Pledgor's Use of the Trademarks. The Pledgor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

TRADEMARK
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(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Pledgor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

6. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Pledgor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Pledgor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Pledgor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Pledgor and delivered to the Secured Party, and the Pledgor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Pledgor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Georgia without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

[SIGNATURES ON FOLLOWING PAGE]

TRADEMARK
REEL: 003826 FRAME: 0021

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Nationwide, Credit, Inc.
2015 Vaughn Road, Building 400
Kennesaw, Georgia 30144
Attention: George Williams
Facsimile No.: 770-644-7420

NATIONWIDE CREDIT, INC.

By: _____
Name: Patrick E. Carroll
Title: Chief Executive Officer

Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division
400 Northridge Road, Suite 600
Atlanta, Georgia 30350

WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division

By _____
Dean Chakalos, Vice President

ATL 16874237v3 6/27/2008

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

Nationwide, Credit, Inc.
2015 Vaughn Road, Building 400
Kennesaw, Georgia 30144
Attention: George Williams
Facsimile No.: 770-644-7420

NATIONWIDE CREDIT, INC.

By:_____
Name: _____
Title: _____

Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division
400 Northridge Road, Suite 600
Atlanta, Georgia 30350

WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Wells Fargo Business Credit operating division

By _____
Dean Chakalos, Vice President

EXHIBIT A

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS

AND COLLECTIVE MEMBERSHIP MARKS

Mark	Serial Number
NCI (and design)	77/112,141