

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
CompuCredit Intellectual Property Holdings Corp. III		11/20/2008	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: 21

Property Type	Number	Word Mark
Serial Number:	75182932	ASPIRE
Serial Number:	75570483	ASPIRE RAPID MILES
Serial Number:	75571179	ASPIRE RAPID MILES
Serial Number:	75758042	ASPIRECARD
Serial Number:	78499299	CARDSAFE
Serial Number:	78522185	CARDSAFE
Serial Number:	75143962	COMPUCREDIT
Serial Number:	77249416	COMPUCREDIT
Serial Number:	75555148	COMPUCREDIT TRANSFORMING INFORMATION INTO VALUE
Serial Number:	76323870	CREDITTRACK
Serial Number:	76135687	EMERGE
Serial Number:	76135689	EMERGE

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Serial Number:	75562594	FOR EVERYTHING YOU ASPIRE TO BE
Serial Number:	78295450	IMAGINE
Serial Number:	78845855	IMAGINE
Serial Number:	76276776	INCHARGE
Serial Number:	76296548	IT'S YOUR CREDIT TAKE CHARGE OF IT
Serial Number:	78194538	JEFFERSON CAPITAL SYSTEMS, LLC
Serial Number:	78315270	MAJESTIC
Serial Number:	78358970	MAJESTIC
Serial Number:	75554790	TRANSFORMING INFORMATION INTO VALUE

CORRESPONDENCE DATA

Fax Number: (404)962-6831

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

Phone: 404-885-3380

Email: trademarks@troutmansanders.com

Correspondent Name: F. Richard Rimer, Jr.

Address Line 1: 600 Peachtree Street NE

Address Line 2: Suite 5200

Address Line 4: Atlanta, GEORGIA 30308-2216

ATTORNEY DOCKET NUMBER:	CCIPH III MARKS 39952.1
NAME OF SUBMITTER:	F. Richard Rimer, Jr.
Signature:	/frr/
Date:	11/24/2008

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of the 20th day of November, 2008 by and between Compucredit Intellectual Property Holdings Corp. III, 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.

ENTIRE AGREEMENT

This Assignment, along with any schedules hereto, represents the entire agreement between the Parties regarding the Marks and supersedes any previous agreement or discussion between the Parties.

COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP., III
(Assignor)

COMPUCREDIT INTELLECTUAL PROPERTY HOLDINGS CORP., II
(Assignee)

By: [Signature]

By: [Signature]

Name: Chasen A. Carroll

Name: Chasen A. Carroll

Title: President

Title: President

Schedule A

Marks

<u>Trademark</u>	<u>Serial No.</u>
ASPIRE	75/182,932
ASPIRE RAPID MILES	75/570,483
ASPIRE RAPID MILES & Design	75/571,179
ASPIRECARD	75/758,042
CARDSAFE	78/499,299
CARDSAFE & Design	78/522,185
COMPUCREDIT	75/143,962
COMPUCREDIT & Design	77/249,416
COMPUCREDIT TRANSFORMING INFORMATION INTO VALUE & Design	75/555,148
CREDITTRACK	76/323,870
EMERGE	76/135,687
EMERGE	76/135,689
FOR EVERYTHING YOU ASPIRE TO BE	75/562,594
IMAGINE	78/295,450
IMAGINE & Design	78/845,855

INCHARGE	76/276,776
IT'S YOUR CREDIT TAKE CHARGE OF IT	76/296,548
JEFFERSON CAPITAL SYSTEMS, LLC	78/194,538
MAJESTIC	78/315,270
MAJESTIC & Design	78/358,970
TRANSFORMING INFORMATION INTO VALUE	75/554,790

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