

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C&S Intellectual Property Holdings Corp.		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: 1			
Property Type	Number	Word Mark	
Serial Number:	75741214	ACTION CARD	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6831		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	C&S IPH MARKS - 39952.1		
NAME OF SUBMITTER:	F. Richard Rimer, Jr.		
Signature:	/frr/		

OP \$40.00 75741214

Date:

11/24/2008

Total Attachments: 2

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TRADEMARK ASSIGNMENT AGREEMENT

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

C&S INTELLECTUAL PROPERTY HOLDINGS
CORP.
(Assignor)

By: [Signature]

Name: Chason A. Carroll

Title: President

COMPUCREDIT INTELLECTUAL PROPERTY
HOLDINGS CORP., II
(Assignee)

By: [Signature]

Name: Chason A. Carroll

Title: President

Schedule A

Mark

Trademark

Serial No.

ACTION CARD

75741,214

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