

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Rescinds Assignment at Reel/Frame 003831/0073, effective as of 8/7/08

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
NCO Holdings, Inc.		12/31/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Outsourcing Solutions, Inc.
Street Address:	390 S. Woods Mill Road
Internal Address:	Suite 350
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2853399	OSI STRATEGIC RECEIVABLES OUTSOURCING
Registration Number:	2402808	OSI
Registration Number:	2916543	OSI
Registration Number:	2306812	OSI
Registration Number:	2466315	MAKING CASH FLOW

CORRESPONDENCE DATA

Fax Number: (215)832-5337
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-569-5337
 Email: casey@blankrome.com
 Correspondent Name: Lisa Casey Spaniel
 Address Line 1: One Logan Square
 Address Line 2: 9th Floor
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

CH \$140.00 2853399

ATTORNEY DOCKET NUMBER:	101358-00100
NAME OF SUBMITTER:	lisa casey spaniel
Signature:	/lisa casey spaniel/
Date:	01/27/2009
Total Attachments: 4 source=Outsourcing Solutions Inc. - Rescission Agreements #page1.tif source=Outsourcing Solutions Inc. - Rescission Agreements #page2.tif source=Outsourcing Solutions Inc. - Rescission Agreements #page3.tif source=Outsourcing Solutions Inc. - Rescission Agreements #page4.tif	

RESCISSION AGREEMENT

This **RESCISSION AGREEMENT** is effective as of the 7th day of August, 2008, by and between **OUTSOURCING SOLUTIONS, INC.**, a Delaware corporation, with an address at 390 S. Woods Mill Road, Suite 350, Chesterfield, Missouri, 63017 (“**ASSIGNOR**”), and **NCO HOLDINGS, INC.**, a Delaware corporation, with an address at 1201 Market Street, Suite 800, Wilmington, Delaware 19801 (“**ASSIGNEE**”).

A. Assignor and Assignee are parties to that certain Assignment of Service Marks and Service Mark Registrations, dated as of August 7, 2008 (the “Assignment Agreement”).

B. Pursuant to the Assignment Agreement, Assignor purported to have assigned, sold and transferred to Assignee all of its rights, title and interest in and to the service marks listed in Appendix A.

C. The parties desire to rescind the assignment, sale and transfer of such service marks and nullify the Assignment Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows.

1. Effective as of August 7, 2008, and notwithstanding anything in the Assignment Agreement to the contrary, the assignment, sale and transfer set forth in the Assignment Agreement are hereby rescinded and both parties hereby agree that Assignor retained and retains all right, title and interest in the service marks listed in Appendix A, together with all goodwill in and to the same.

2. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[Signature Page Follows]

The parties accept this Agreement and have caused this Agreement to be executed, and each party represents and warrants that its signatory whose signature appears below has been during all negotiations regarding this Agreement, and is on the date executed, duly authorized by all necessary and appropriate corporate action to execute this Agreement on its behalf.

OUTSOURCING SOLUTIONS, INC.

NCO HOLDINGS, INC.


By: _____
Name: _____
Title: _____
Date: _____

By: *Gail Susan Ball*
Name: GAIL SUSAN BALL
Title: VP, TREASURER
Date: 12/31/08

The parties accept this Agreement and have caused this Agreement to be executed, and each party represents and warrants that its signatory whose signature appears below has been during all negotiations regarding this Agreement, and is on the date executed, duly authorized by all necessary and appropriate corporate action to execute this Agreement on its behalf.

OUTSOURCING SOLUTIONS, INC.



NCO HOLDINGS, INC.

By: 
Name: John R. Schwarz
Title: CFO / TREASURER
Date: 12/31/2008

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX A

SERVICE MARK REGISTRATIONS

Mark	Status	Class	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner
 OSI STRATEGIC RECEIVABLES OUTSOURCING	Registered	35, 36	2,853,399	6/15/2004	Outsourcing Solutions, Inc.
	Registered	36	2,402,808	11/7/2000	Outsourcing Solutions, Inc.
OSI	Registered	35, 36	2,916,543	1/4/2005	Outsourcing Solutions, Inc.
OSI	Registered	35	2,306,812	1/11/2000	Outsourcing Solutions, Inc.
MAKING CASH FLOW	Registered	35, 36	2,466,315	7/3/2001	Outsourcing Solutions, Inc.

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