

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Ascension Capital Group, Inc.		02/08/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 South Dearborn		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2245621	ASCENSION BANKRUPTCY RECOVERY SERVICE	
Registration Number:	2387799	ASCENSION CAPITAL GROUP	
Registration Number:	2387798	ASCENSION CAPITAL GROUP	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St., Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-35100		
NAME OF SUBMITTER:	Dusan Clark		

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**900154343**

**TRADEMARK  
 REEL: 004146 FRAME: 0901**

Signature:	/Dusan Clark/
Date:	02/09/2010
Total Attachments: 4 source=Encore - CGSI Trademarks (Ascension)#page1.tif source=Encore - CGSI Trademarks (Ascension)#page2.tif source=Encore - CGSI Trademarks (Ascension)#page3.tif source=Encore - CGSI Trademarks (Ascension)#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

**THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS** (the "Confirmatory Grant") is made effective as of February 8, 2010 by and from ASCENSION CAPITAL GROUP, INC. (the "Grantor"), a Delaware corporation, whose principal address is 8875 Aero Drive, Suite 200, San Diego, California 92123, to and in favor of JPMORGAN CHASE BANK, N.A. (the "Grantee"), for itself and as Administrative Agent for the Lenders (as defined in the Pledge and Security Agreement referenced below).

**WHEREAS**, ENCORE CAPITAL GROUP, INC. (the "Borrower"), the Grantor and certain other subsidiaries of the Borrower (together with the Borrower, the "Initial Grantors") and Grantee entered into a Pledge and Security Agreement dated February 8, 2010 (as amended from time to time, the "Security Agreement").

**WHEREAS**, Grantor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered with the United States Patent and Trademark Office.

**WHEREAS**, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Obligations of Grantor, pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

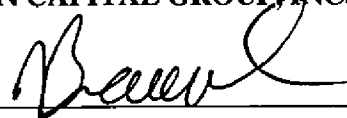
(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

**ASCENSION CAPITAL GROUP, INC.**

By: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Bauer", written over a horizontal line.

Name:

Title:

**ACKNOWLEDGMENT**

State of California  
County of San Diego

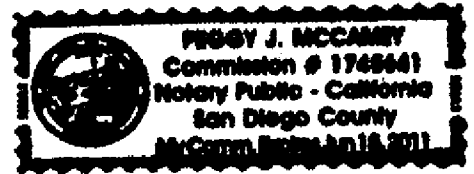
On February 8, 2010 before me, Peggy J. McCamey, Notary  
(insert name and title of the officer)

personally appeared J. Brandon Black  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Peggy J. McCamey (Seal)



**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS  
Exhibit A - SCHEDULE OF TRADEMARKS**

**TRADEMARK REGISTRATIONS**

<b>Applicant</b>	<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
Ascension Capital Group, Inc. (f/k/a Ascension Capital Group, LP)	Ascension Bankruptcy Recovery Service logo	2245621	5/18/1999
Ascension Capital Group, Inc. (f/k/a Ascension Capital Group, LP)	Ascension Capital Group logo	2387799	9/19/2000
Ascension Capital Group, Inc. (f/k/a Ascension Capital Group, LP)	"Ascension Capital Group"	2387798	9/19/2000

*Exhibit A*