

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
Ascension Capital Group, Inc.		09/20/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2245621	ASCENSION BANKRUPTCY RECOVERY SERVICE	
Registration Number:	2387799	ASCENSION CAPITAL GROUP	
Registration Number:	2387798	ASCENSION CAPITAL GROUP	
CORRESPONDENCE DATA			
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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Signature:	/Dusan Clark/
Date:	09/22/2010
Total Attachments: 5 source=Executed Ascension TM Grant#page1.tif source=Executed Ascension TM Grant#page2.tif source=Executed Ascension TM Grant#page3.tif source=Executed Ascension TM Grant#page4.tif source=Executed Ascension TM Grant#page5.tif	

**AMENDED AND RESTATED
CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of September 20, 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 Collateral Agent for the Secured Parties (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 an Amended and Restated Pledge and Security Agreement dated September 20, 2010 (as amended from time to time, the "Security Agreement").

WHEREAS, the Grantor previously entered into the Confirmatory Grant of Security Interest in United States Trademarks, dated as of February 8, 2010 (the "Existing Confirmatory Grant") and wishes to affirm its obligations under the terms of the Existing Confirmatory Grant and wishes to amend and restate the terms of the Existing Confirmatory Grant.

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 Secured Obligations of Grantor, pursuant to the Security Agreement. Upon the payment in full of all Secured 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.

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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: 
Name: J. Brandon Black
Title: President

STATE OF _____)
_____ COUNTY)

_____, known to me to be the _____ of ASCENSION CAPITAL GROUP, INC., personally came before me this _____ day of _____, 2010, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of ASCENSION CAPITAL GROUP, INC. and pursuant to authority duly received.

(SEAL)

Notary Public, State of _____
My Commission Expires: _____

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

Subscribed and sworn to (or affirmed) before me on this 14th day of SEPTEMBER ,
20 10 by J. BRANDON BLACK , proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

SEAL



Signature

*****Optional Information*****

This optional information is not required by law but may be beneficial to persons relying on this notarized document.

Title or Type of Document: Agreement

Document Date: N/A Number of Pages: N/A

Document Information: Confirmatory Grant of Security Interest in the United States Trademark
on behalf of Ascension Capital Group, Inc.

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

TRADEMARK REGISTRATIONS

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