

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													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>North Shore Agency, Inc.</td> <td></td> <td>10/22/2009</td> <td>CORPORATION: NEW YORK</td> </tr> <tr> <td>North Shore Agency Collection Corporation</td> <td></td> <td>10/22/2009</td> <td>Ontario corporation: CANADA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	North Shore Agency, Inc.		10/22/2009	CORPORATION: NEW YORK	North Shore Agency Collection Corporation		10/22/2009	Ontario corporation: CANADA	
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North Shore Agency, Inc.		10/22/2009	CORPORATION: NEW YORK										
North Shore Agency Collection Corporation		10/22/2009	Ontario corporation: CANADA										
RECEIVING PARTY DATA													
Name:	Transworld Systems Inc.												
Doing Business As:	DBA North Shore Agency												
Street Address:	5880 COMMERCE BLVD.												
City:	ROHNERT PARK												
State/Country:	CALIFORNIA												
Postal Code:	94928												
Entity Type:	CORPORATION: CALIFORNIA												
PROPERTY NUMBERS Total: 2													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Serial Number:</td> <td>77668907</td> <td>NSA NORTH SHORE AGENCY, INC. AN NCO COMPANY</td> </tr> <tr> <td>Serial Number:</td> <td>77668912</td> <td>NSAC NORTH SHORE AGENCY CANADA AN NCO COMPANY</td> </tr> </table>	Property Type	Number	Word Mark	Serial Number:	77668907	NSA NORTH SHORE AGENCY, INC. AN NCO COMPANY	Serial Number:	77668912	NSAC NORTH SHORE AGENCY CANADA AN NCO COMPANY				
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Serial Number:	77668907	NSA NORTH SHORE AGENCY, INC. AN NCO COMPANY											
Serial Number:	77668912	NSAC NORTH SHORE AGENCY CANADA AN NCO COMPANY											
CORRESPONDENCE DATA													
Fax Number:	(215)832-5363												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	(215) 569-5363												
Email:	stefanski@blankrome.com												
Correspondent Name:	Jennifer L. Stefanski												
Address Line 1:	Blank Rome LLP												
Address Line 2:	One Logan Square - 8th Floor												
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998												
ATTORNEY DOCKET NUMBER:	101358-00100												

CH \$65.00 77668907

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TRADEMARK
 REEL: 004429 FRAME: 0251

NAME OF SUBMITTER:	Jennifer L. Stefanski
Signature:	/Jennifer L. Stefanski/
Date:	12/10/2010
<p>Total Attachments: 5</p> <p>source=North Shore Bill of Sale#page1.tif</p> <p>source=North Shore Bill of Sale#page2.tif</p> <p>source=North Shore Bill of Sale#page3.tif</p> <p>source=North Shore Bill of Sale#page4.tif</p> <p>source=North Shore Bill of Sale#page5.tif</p>	

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of October 22, 2009, is made by North Shore Agency, Inc., a New York corporation ("NSA"), and North Shore Agency Collection Corporation, Canada, an Ontario corporation ("NSAC" and, together with NSA, "Assignor"), for the benefit of Transworld Systems Inc. d/b/a North Shore Agency, a California corporation ("Assignee"). Capitalized terms used but not otherwise defined in this Agreement shall have the meanings given to them in the Purchase Agreement (as defined below).

BACKGROUND

In accordance with Section 5.9(b) of that certain Stock Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), by and among NCO Group Inc., a Delaware corporation ("NCO"), Outsourcing Solutions Inc., a Delaware corporation ("Seller"), and Professional Systems Corporation, a Delaware corporation, Seller must cause Assignor to transfer and assign to an NCO Transferee, and such NCO Transferee must accept and assume from Assignor, certain assets and liabilities related to the Collection Business in accordance with the terms of the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Bill of Sale and Assignment and Assumption:

(a) Effective immediately prior the Closing (the "Effective Time"), Assignor hereby irrevocably and unconditionally sells, conveys, transfers and assigns to Assignee and its successors and assigns, and Assignee hereby accepts and assumes from Assignor, at Seller's sole expense (i) all of Assignor's right, title and interest in and to (1) the IVR system and remittance processing machines, (2) the software owned by NSA or an NSA Subsidiary set forth on Schedule A and (3) the name "North Shore Agency", the trademarks and domain names set forth on Schedule A hereto and all derivatives and variations thereof, including, without limitation, the goodwill of the business symbolized by and associated with said trademarks and trademark applications and registrations and the right to recover for damages and profits for past infringements, (ii) all assets held for use exclusively in the conduct of the Collection Business, including, without limitation, all right, title and interest of Assignor in, to and under the Third Party Letter Contracts, and (iii) all liabilities or obligations relating to, resulting from or arising out of the Collection Business, including, without limitation, any liabilities or obligations relating to, resulting from or arising out of the Collection Business Liabilities pursuant to the terms set forth in the Purchase Agreement.

(b) The parties hereby acknowledge and agree that, after the Effective Time (i) Assignor shall not have any further liability with respect to the Collection Business, the Third Party Letters or the Third Party Letter Contracts following the date hereof, and (ii) Assignee will pay, perform and discharge promptly as they become due any and all Collection Business Liabilities.

2. Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the parties hereto. The parties further agree to replace such invalid, illegal or unenforceable provision with a valid, legal and enforceable provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid, illegal or unenforceable provision.

3. Entire Agreement; No Third Party Beneficiaries. This Agreement (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof and (b) is not intended to confer upon any person other than the parties identified herein and their successors and permitted assigns any rights or remedies hereunder.

4. Counterparts. This Agreement may be executed in two or more counterparts, and it shall not be necessary that any one of the counterparts be executed by all of the parties hereto. Each fully or partially executed counterpart shall be deemed an original, but all of such counterparts taken together shall constitute one and the same instrument.

5. Successors and Assigns. This Agreement shall inure to the benefit of, and be binding upon, the successors, executors, administrators, legal representatives and assigns of the parties hereto.

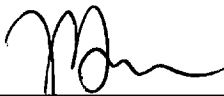
6. Governing Law. This Agreement shall be construed under and enforced in accordance with the laws of the State of Delaware.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale and Assignment and Assumption Agreement as of the date first above written.

ASSIGNOR:

North Shore Agency, Inc.

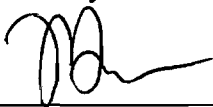
By: 
Name: Michael J. Barrist
Title: President & CEO

North Shore Agency Collection Corporation, Canada

By: 
Name: Albert Zezulinski
Title: Executive Vice President

ASSIGNEE:

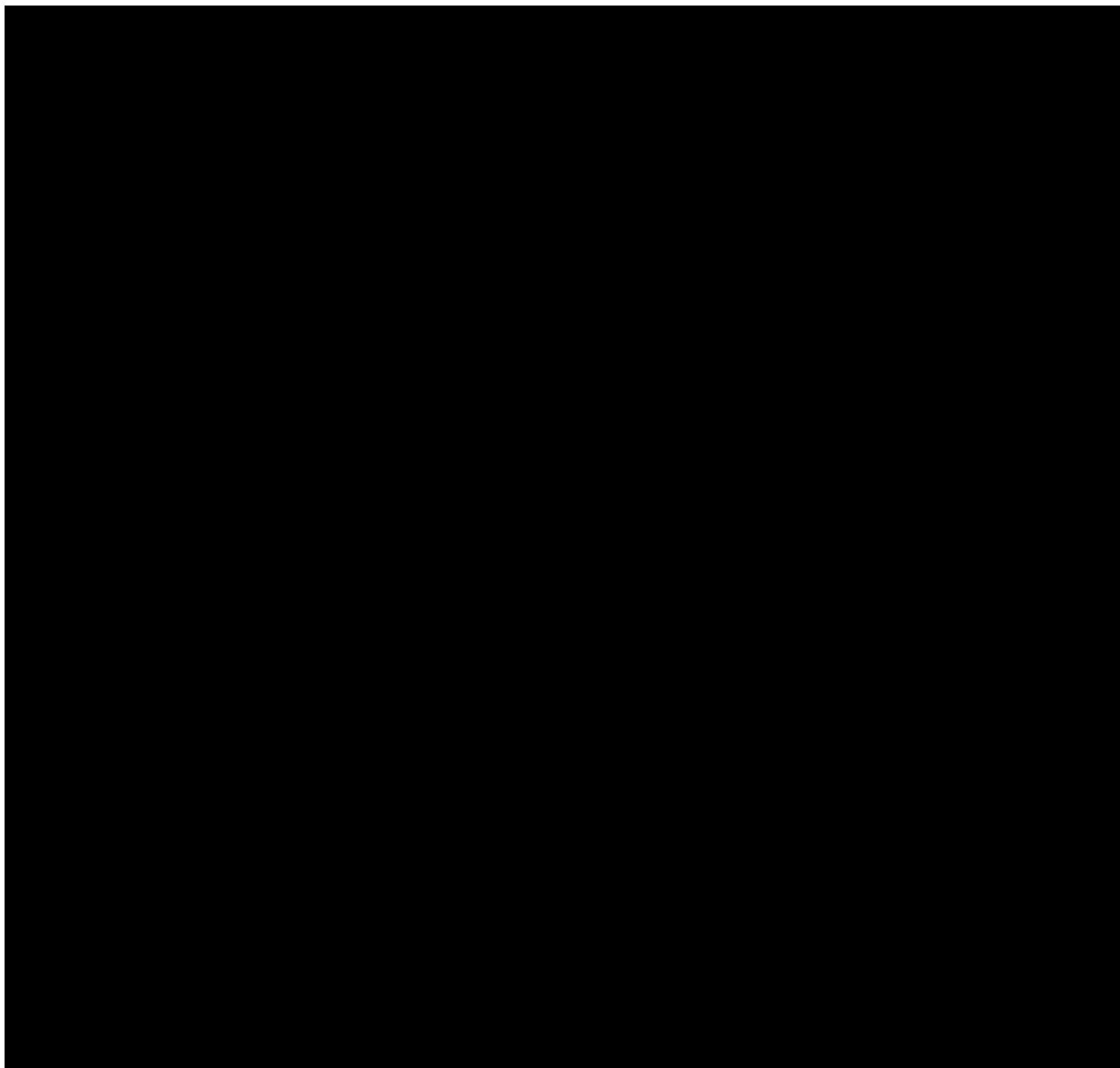
Transworld Systems Inc.

By: 
Name: Michael J. Barrist
Title: President & CEO

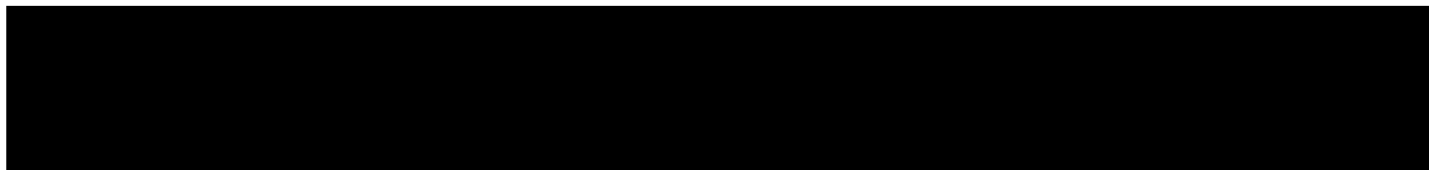
[signature page to Bill of Sale and Assignment and Assumption Agreement]

SCHEDULE A

1. Proprietary Software



2. Domain Names



3. Trademarks

Mark	Country	(Application No.) Registration No.	(Application Date) Registration Date
	US	(77/668,907)	(2/12/2009)
	US	(77/668,912)	(2/12/2009)