

# 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
The Receivable Management Services Corporation		11/19/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT		
Street Address:	500 FIRST AVENUE		
City:	PITTSBURGH		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3295720	DEBTALERT	
Registration Number:	1270228	DEBT SCAN	
Registration Number:	3066957	RECEIVABLE CHAIN MANAGEMENT	
Registration Number:	3274942	SYNERGY WORKSTATION	
Registration Number:	2873116	ETERMSACH	
Registration Number:	3112981	RMS	
CORRESPONDENCE DATA			
Fax Number:	(614)464-1737		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	614.559.7282		
Email:	squimby@fbtlaw.com		
Correspondent Name:	Samantha M. Quimby		
Address Line 1:	FROST BROWN TODD LLC		
Address Line 2:	10 West Broad Street - Suite 2300		
Address Line 4:	Columbus, OHIO 43215		

**TRADEMARK**

900179953

REEL: 004442 FRAME: 0174

OP \$165.00 3295720

NAME OF SUBMITTER:	Samantha M. Quimby
Signature:	/smq/
Date:	12/29/2010
<p>Total Attachments: 12</p> <p>source=RMS Security Agreement#page1.tif</p> <p>source=RMS Security Agreement#page2.tif</p> <p>source=RMS Security Agreement#page3.tif</p> <p>source=RMS Security Agreement#page4.tif</p> <p>source=RMS Security Agreement#page5.tif</p> <p>source=RMS Security Agreement#page6.tif</p> <p>source=RMS Security Agreement#page7.tif</p> <p>source=RMS Security Agreement#page8.tif</p> <p>source=RMS Security Agreement#page9.tif</p> <p>source=RMS Security Agreement#page10.tif</p> <p>source=RMS Security Agreement#page11.tif</p> <p>source=RMS Security Agreement#page12.tif</p>	

## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 19, 2010, is made by The Receivable Management Services Corporation, a Delaware corporation ("Debtor"), in favor of PNC Bank, National Association, as agent for the Lenders (as defined below) (in such capacity, together with its successors, the "Secured Party").

### **RECITALS**

A. The Debtor, the other Credit Parties party thereto, the Lenders party thereto, and the Secured Party are parties to that certain First Amended and Restated Revolving Credit, Guaranty, and Security Agreement dated as of October 29, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations to or for the benefit of the Debtor, and pursuant to which the Debtor has granted to the Secured Party for the benefit of the Lenders security interests in (among other things) all or substantially all of the General Intangibles of the Debtor.

B. Pursuant to the Credit Agreement, the Debtor has joined the Credit Agreement as a U.S. Borrower as of the date hereof and has agreed to execute and deliver this Agreement to the Secured Party for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate the Secured Party's security interests in the trademarks and other General Intangibles described herein.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Debtor hereby agrees in favor of the Secured Party, for the benefit of the Lenders, as follows:

#### **1. Definitions; Interpretation.**

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Debtor" has the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Event of Default" means any Event of Default under the Credit Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Credit Agreement, and any other Person made a party thereto as a Lender in accordance with the provisions of the Credit Agreement (together with their respective successors and permitted assigns).

"PTO" means the United States Patent and Trademark Office.

"Secured Party" has the meaning set forth in the introductory paragraph of this Agreement.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of New York.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and any reference to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(vii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Credit Agreement.

(viii) In the event of a direct conflict between the terms and provisions of this Agreement and the Credit Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Credit Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of the Debtor and supplemental rights and remedies in favor of the Secured

Party for the benefit of the Lenders (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Credit Agreement.

2. Security Interest.

(a) Assignment and Grant of Security. In order to secure prompt payment of the Obligations in accordance with the terms and conditions of the Credit Agreement and the Other Documents and in order to secure prompt performance by the Credit Parties of each of their covenants and duties under the Credit Agreement and the Other Documents, the Debtor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in all of the Debtor's right, title, and interest in and to the following property, whether currently existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all common law, state and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, designs and General Intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by the Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified and accepted Statement of Use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto and any and all variations thereof (as such schedule may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the Debtor or in the name of the Secured Party for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all General Intangibles (as defined in the UCC) and all intangible intellectual or other similar property of the Debtor of any kind or nature, whether now owned or hereafter acquired or developed, associated with or arising out of any of the Trademarks and not otherwise described above, including all the goodwill of the Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and proceeds of any and all of the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include any property that is excluded from the term "Collateral" set forth in the Credit Agreement pursuant to the last sentence of the definition thereof.

(b) Continuing Security Interest. The Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 12.

(c) Incorporation into Credit Agreement. This Agreement shall be fully incorporated into the Credit Agreement and all understandings, agreements and provisions contained in the Credit Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the "Collateral" as defined in the Credit Agreement.

(d) Licenses. Anything in the Credit Agreement or this Agreement to the contrary notwithstanding, the Debtor may grant non-exclusive licenses of the Trademark Collateral (subject to the security interest of the Secured Party therein) in the ordinary course of business consistent with past practice.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. The Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to the Secured Party any and all documents and instruments, in form and substance reasonably satisfactory to the Secured Party, and take any and all action, which the Secured Party, in the exercise of its Permitted Discretion, may reasonably request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in, or maintain, preserve and protect the Trademark Collateral held by the Secured Party for the benefit of the Lenders and to accomplish the purposes of this Agreement. The Debtor hereby irrevocably constitutes and appoints the Secured Party (and any of the Secured Party's officers or employees or agents designated by the Secured Party) as the Debtor's true and lawful attorney-in-fact with full power and authority (i) during the continuance of any Event of Default to sign the name of the Debtor on all or any of such documents or instruments and perform all other acts that the Secured Party in the exercise of its Permitted Discretion deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party for the benefit of the Lenders, and (ii) during the continuance of any Event of Default, to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of the Debtor, which the Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to perfect or continue the perfection of, maintain the priority or enforceability of, or provide notice of the security interest in, the Trademark Collateral held by the Secured Party or maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of the Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for the Secured Party to use the Trademark Collateral, to grant or issue any exclusive or non-

exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 12.

4. Representations and Warranties. The Debtor represents and warrants to the Secured Party and each Lender, as follows:

(a) No Other Trademarks. As of the date hereof, Schedule A sets forth a true and correct list of all material Trademarks that are registered, or for which any application for registration has been filed, with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned by any Credit Party.

(b) Trademarks Subsisting. As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, each of the Trademarks listed on Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, all maintenance fees required to be paid on account of any Trademarks have been timely paid for maintaining such Trademarks in force, and, to the best of the Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. As of the date hereof, except as would not reasonably be expected to have a Material Adverse Effect, (i) the Debtor has rights in and good title to its interests in the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, the Debtor is the sole and exclusive owner thereof, free and clear of any Liens (other than Permitted Encumbrances), and (iii) with respect to any Trademarks for which the Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, each such license or licensing agreement is in full force and effect, the Debtor is not in material default of any of its obligations thereunder and, other than (A) the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by the Debtor or any such licensor regarding such Trademark, the parties to any other such nonexclusive licenses or license agreements entered into by the Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. As of the date hereof, to the Debtor's knowledge, except as would not reasonably be expected to have a Material Adverse Effect, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present and contemplated future use of the Trademark Collateral by the Debtor has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(e) Powers. As of the date hereof, the Debtor has the right, power and authority to pledge and to grant to the Secured Party a security interest in all of the Trademark Collateral owned by it pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person (other than contents or approvals that have been obtained).

(f) No Violation. The execution, delivery and performance by the Debtor of this Agreement do not violate any provision of law or the articles of incorporation or by-laws or similar organizational documents of the Debtor or result in a breach of or constitute a material default under any contract, obligation, indenture or other instrument to which the Debtor is a party or by which the Debtor may be bound.

(g) Authorization. This Agreement has been duly authorized, executed and delivered, and constitutes, a legal, valid and binding agreement of the Debtor, enforceable in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

5. Covenants. The Debtor covenants that so long as this Agreement shall be in effect, the Debtor shall:

(a) Compliance with Law. Comply, in all material respects, with all applicable statutory and regulatory requirements in connection with any and all of the material Trademark Collateral and give such notice of trademark, prosecute such material claims, and do all other acts and take all other measures which may be reasonably necessary or desirable to preserve, protect and maintain such Trademark Collateral and all of the Debtor's rights therein, including diligently prosecute any material trademark application pending as of the date of this Agreement or thereafter, in each case, except as would not reasonably be expected to have a Material Adverse Effect.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until the Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when the Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto. The Debtor shall do all things reasonably requested by the Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of the Secured Party in such future acquired Trademark Collateral. If the Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by the Secured Party in connection herewith, the Debtor hereby authorizes the Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on the Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Debtor and the Secured Party and their respective successors and permitted assigns.

8. Choice of Law and Venue; Jury Trial Waiver.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR



RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT THE VALIDITY AND PERFECTION OR THE PERFECTION AND EFFECT OF PERFECTION OR NON-PERFECTION OF THE SECURITY INTEREST CREATED HEREBY OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR TRADEMARK COLLATERAL, ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK.

(b) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL MAY BE BROUGHT, AT THE SECURED PARTY'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE SECURED PARTY ELECTS TO BRING SUCH ACTION OR WHERE SUCH TRADEMARK COLLATERAL MAY BE FOUND. THE CREDIT PARTIES AND THE SECURED PARTY WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).

(c) THE CREDIT PARTIES AND THE SECURED PARTY HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE CREDIT PARTIES AND THE SECURED PARTY REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts, agreements and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Credit Agreement. Notwithstanding the foregoing, the Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

10. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or

unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

12. Termination. This Agreement shall remain in effect until all Obligations (other than unasserted indemnities and other contingent obligations) have been paid in full (or, with respect to outstanding Letters of Credit, cash collateralized or subject to other arrangements reasonably acceptable to the Secured Party) and each Lender's obligations to provide additional credit under the Credit Agreement have been terminated. When all of the Obligations (other than unasserted indemnities and other contingent obligations) have been paid in full (or, with respect to outstanding Letters of Credit, cash collateralized or subject to other arrangements reasonably acceptable to the Secured Party) and each Lender's obligations to provide additional credit under the Credit Agreement have been terminated irrevocably, this Agreement shall automatically terminate, and the Secured Party shall execute and deliver such releases and other documents and instruments and take such further action reasonably requested by the Debtor, including any necessary filings with the PTO, all without representation or warranty and at the Debtor's sole cost and expense, as shall be necessary to evidence the termination and release of any interest, including the continuing first priority security interests granted, transferred and conveyed by the Debtor to the Secured Party hereunder.

*[signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Trademark Security Agreement as of the date first above written.

DEBTOR:

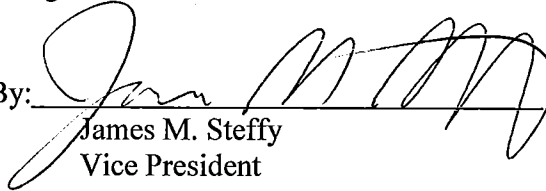
**THE RECEIVABLE MANAGEMENT SERVICES CORPORATION**, a Delaware corporation

By:   
Name: Michael Kronenfeld  
Title: Vice President

*Signature Page to Trademark Security Agreement*

SECURED PARTY:

**PNC BANK, NATIONAL ASSOCIATION,**  
as Agent

By:   
James M. Steffy  
Vice President

*Signature Page to Trademark Security Agreement*

**SCHEDULE A****Trademarks****The Receivable Management Services Corporation****A. Registered Trademarks**

<b>Trademark</b>	<b>Serial Number/Registration Number</b>	<b>Filing/Registration Date</b>
"DEBTALERT"	U.S. Registration No. 3,295,720	September 18, 2007
"DEBTALERT"	Canadian Registration No. TMA711,897	April 15, 2008
"DEBT SCAN"	U.S. Registration No. 1,270,228	March 13, 1984
"RECEIVABLE CHAIN MANAGEMENT"	U.S. Registration No. 3,066,957	March 7, 2006
"SYNERGY WORKSTATION"	U.S. Registration No. 3,274,942	August 7, 2007
"ETERMSACH"	U.S. Registration No. 2,873,116	August 17, 2004 [to be abandoned upon expiration date for non-use pursuant 1]
"RMS & Design"	U.S. Registration No. 3,112,981	July 4, 2006
"RMS & Design"	Canadian Registration No. TMA691,490	July 6, 2007
"RMS & Design" (Int'l Class 36)	Mexican Registration No. 927,214	March 30, 2006
"RMS & Design" (Int'l Class 41)	Mexican Registration No. 913,121	December 9, 2005
"RMS & Design" (Int'l Class 42)	Mexican Registration No. 930,818	April 25, 2006

"RMS & Design"	Hong Kong Registration No. 300439542	June 15, 2005
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**B. Trademark Applications**

"RMS & Design"	Indian Pending Application No. 01365920	June 22, 2005
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