

12-13-10

TRADEMARK ASSIGNMENT

01/26/2011

Electronic Version v1.1
Stylesheet Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRA Government Services, LLC		06/24/2005	LIMITED LIABILITY COMPANY: Delaware
RECEIVING PARTY DATA			
Name:	Portfolio Recovery Associates, Inc		
Street Address:	120 Corporate Blvd		
Internal Address	Suite 100		
City:	Norfolk		
State/Country:	VIRGINIA		
Postal Code:	23502		
Entity Type:	CORPORATION. Delaware		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3721619	SMART GOVERNMENT	
CORRESPONDENCE DATA			
Fax Number:	(757)321-2518		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	757-519-9300		
Email:	jsscott@porfoliorecovery.com		
Correspondent Name:	Judith Scott		
Address Line 1:	120 Corporate Blvd		
Address Line 2:	Suite 100		
Address Line 4:	Norfolk, VIRGINIA 23502		
NAME OF SUBMITTER:	Judith Scott		
Signature:	/judith scott/		
Date:	12/13/2010		

OF \$30.00 3721619

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made as of January 29th, 2011, by and between PRA Government Services, LLC, a Delaware limited liability company (the "Assignor"), and Portfolio Recovery Associates, Inc, a Delaware corporation (the "Assignee,") (collectively, the "Parties") and hereby provides:

WHEREAS, Assignor has registered its proprietary claims to, and obtained federal registration within the United States of America for, the service marks and/or trademarks depicted and described in Exhibit A, attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Assignee is the parent company of Assignor with operations in Virginia;

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, title, and interest that it may have in and to the Trademarks within the United States, together with the goodwill of the business in connection with which the Trademarks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks; and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks together with the goodwill of the business in connection with which the Trademarks have been used and are used, along with the right to recover for damages and profits for past, present, and future infringements thereof and to enjoin any and all present and future infringing uses of the Trademarks.

NOW THEREFORE, in consideration for the mutual covenants contained herein, the above recitals that are hereby incorporated into this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby assigns and conveys to Assignee all rights, title, and interest that Assignor may have, free and clear of any liens or encumbrances, in and to the Trademarks as used or any portion thereof, together with the goodwill of the business connected with the use of, and any registrations and trademark applications relating thereto, and any renewals and extensions thereof, along with the Assignor's right to recover for damages and profits for any past infringements of the Trademarks.

2. **Authorization.** Contemporaneously with executing this Assignment, Assignor has provided Assignee with all original certificates of registration in Assignor's possession for the Trademarks listed on Exhibit A. Assignor hereby authorizes and requests all appropriate trademark offices to issue certificates of registration issued by any and all countries and states within the United States to Assignee. Assignor hereby represents and covenants that it has the

full right to convey the interest herein assigned and that it has not executed and will not execute any agreement or document that is in conflict herewith.

3. Future Assurances. Assignor agrees that upon the written request of Assignee, it shall execute and deliver all papers and do all other reasonable acts necessary to carry out the intent of this Assignment and that Assignee may reasonably request in order to vest all of Assignor's right, title, and interest in and to the Trademarks in Assignee. Further, Assignor agrees to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee and to the extent that such evidence is in the possession or control of Assignor.

4. Binding Effect. This Assignment shall be binding upon the Parties, their heirs, legal representatives, successors, and assigns, as the case may be, and all others acting by, through, with, or under their direction. The Parties intend for this Assignment to be both permanent and irrevocable.

5. Applicable Law. This Assignment shall be construed by and interpreted in accordance with the laws of the United States and the Commonwealth of Virginia without reference to its conflict of laws provisions.

6. Jurisdiction and Venue. The Parties hereby irrevocably consent to the jurisdiction of the United States District Court for the Eastern District of Virginia, Norfolk Division, to the extent that such court has subject matter jurisdiction or, alternatively, to the Circuit Court for the City of Norfolk, Virginia for any claims or causes of action arising out of or relating to this Assignment. Further, the Parties hereby waive any objection they may have to either the jurisdiction or venue of such courts.

7. Recordation. Assignee shall have the right to record freely this Assignment, as it deems appropriate, to give notice of its assigned rights contained in this Assignment including, without limitation, recording this Assignment with the United States Patent and Trademark Office.

8. General. This Assignment is the final and complete understanding of the Parties concerning the subject matter hereof and supersedes all prior discussions, negotiations, and agreements concerning such subject matter. This Assignment may not be amended or modified in whole or part except in a writing signed by all the Parties.

[The Remainder of Page Intentionally Left Blank. Signature Page Follows]

IN WITNESS WHEREOF this Assignment has been executed and made effective as of the date first written above.

ASSIGNOR:

PRA Government Services, LLC,
a Delaware limited liability company

By: _____
Name: Judith S. Scott
Title: Member's Representative

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Judith S. Scott, the Member's Representative and duly authorized agent and signatory of PRA Government Services, LLC, a Delaware limited liability company, who executed the foregoing Trademark Assignment of her own free act and deed. In witness whereof, I have hereunto set my hand and seal this 20th day of January, 2011.



Yogin E. Souder
Notary Public

My commission expires: 12-28-2014

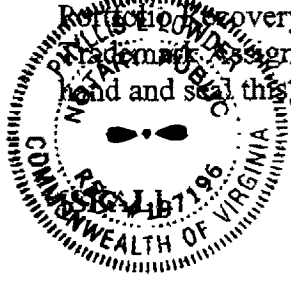
ASSIGNEE:

Portfolio Recovery Associates, Inc,
a Delaware corporation

By: _____
Name: Judith S. Scott
Title: Executive Vice President

COMMONWEALTH OF VIRGINIA
CITY OF NORFOLK, to-wit:

Before me, a Notary Public in and for the jurisdiction aforesaid, personally appeared Judith S. Scott, the Executive Vice President and duly authorized agent and signatory of Portfolio Recovery Associates, Inc., a Delaware corporation, who executed the foregoing Trademark Assignment of her own free act and deed. In witness whereof, I have hereunto set my hand and seal this 20th day of January, 2011.



Yogin E. Souder
Notary Public

My commission expires: 12-28-2014

EXHIBIT A

FEDERAL TRADEMARK REGISTRATIONS

SMART GOVERNMENT	3721619	5/6/09
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