

TO:MARY PAT A. WEYBACK COMPANY:DRINKER BIDDLE & REATH LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

06/15/2011
900194483

SUBMISSION TYPE:	NEW ASSIGNMENT																																
NATURE OF CONVEYANCE:	SECURITY INTEREST																																
CONVEYING PARTY DATA																																	
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>NCO Holdings, Inc.</td> <td>FORMERLY Management Adjustment Bureau Funding, Inc.</td> <td>06/14/2011</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Coast to Coast Consulting, LLC</td> <td></td> <td>06/14/2011</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>NCO Financial Systems, Inc.</td> <td></td> <td>06/14/2011</td> <td>CORPORATION: PENNSYLVANIA</td> </tr> <tr> <td>Outsourcing Solutions, Inc.</td> <td></td> <td>06/14/2011</td> <td>CORPORATION:</td> </tr> <tr> <td>Qualink, Inc.</td> <td></td> <td>06/14/2011</td> <td>CORPORATION: WISCONSIN</td> </tr> <tr> <td>Transworld Systems Inc.</td> <td></td> <td>06/14/2011</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>University Accounting Service, LLC</td> <td></td> <td>06/14/2011</td> <td>LIMITED LIABILITY COMPANY WISCONSIN</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	NCO Holdings, Inc.	FORMERLY Management Adjustment Bureau Funding, Inc.	06/14/2011	CORPORATION: DELAWARE	Coast to Coast Consulting, LLC		06/14/2011	LIMITED LIABILITY COMPANY: DELAWARE	NCO Financial Systems, Inc.		06/14/2011	CORPORATION: PENNSYLVANIA	Outsourcing Solutions, Inc.		06/14/2011	CORPORATION:	Qualink, Inc.		06/14/2011	CORPORATION: WISCONSIN	Transworld Systems Inc.		06/14/2011	CORPORATION: CALIFORNIA	University Accounting Service, LLC		06/14/2011	LIMITED LIABILITY COMPANY WISCONSIN	
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University Accounting Service, LLC		06/14/2011	LIMITED LIABILITY COMPANY WISCONSIN																														
RECEIVING PARTY DATA																																	
Name:	Citizens Bank of Pennsylvania, as Collateral Agent																																
Street Address:	3025 Chemical Road, Suite 300																																
City:	Plymouth Meeting																																
State/Country:	PENNSYLVANIA																																
Postal Code:	19462																																
Entity Type:	Bank: <i>PENNSYLVANIA</i>																																
PROPERTY NUMBERS Total: 17																																	
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>1363713</td> <td>TURNING RED INK TO BLACK ISN'T MAGIC... IT'S OUR JOB.</td> </tr> <tr> <td>Registration Number:</td> <td>3626744</td> <td>NCO NCO FINANCIAL SYSTEMS, INC.</td> </tr> <tr> <td>Registration Number:</td> <td>3703424</td> <td>NCO 360</td> </tr> <tr> <td>Registration Number:</td> <td>3707770</td> <td>NCO CUSTOMER MANAGEMENT, INC.</td> </tr> <tr> <td>Registration Number:</td> <td>3707773</td> <td>NCO CUSTOMER MANAGEMENT, LTD.</td> </tr> <tr> <td>Registration Number:</td> <td>3719215</td> <td>SST SYSTEMS & SERVICES TECHNOLOGIES, INC. AN NCO GROUP, INC. COMPANY</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	1363713	TURNING RED INK TO BLACK ISN'T MAGIC... IT'S OUR JOB.	Registration Number:	3626744	NCO NCO FINANCIAL SYSTEMS, INC.	Registration Number:	3703424	NCO 360	Registration Number:	3707770	NCO CUSTOMER MANAGEMENT, INC.	Registration Number:	3707773	NCO CUSTOMER MANAGEMENT, LTD.	Registration Number:	3719215	SST SYSTEMS & SERVICES TECHNOLOGIES, INC. AN NCO GROUP, INC. COMPANY												
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TO:MARY PAT A. WEYBACK COMPANY:DRINKER BIDDLE & REATH LLP

Registration Number:	3750620	NCO 360
Registration Number:	3755342	NCO UNIVERSITY
Registration Number:	3813693	NORTH SHORE AGENCY
Registration Number:	3842074	NCO ELIGIBILITY PATIENT ADVOCACY LIAISON SERVICES ADVANTAGE
Registration Number:	3898625	OLPAYMENTS .COM
Serial Number:	77961095	NCO
Serial Number:	77849139	NCO VIRTUAL
Registration Number:	3751371	COAST TO COAST CONSULTING, LLC AN NCO COMPANY
Registration Number:	3765069	Q
Registration Number:	3769957	NSA NORTH SHORE AGENCY AN NCO COMPANY
Registration Number:	3769958	NSAC NORTH SHORE AGENCY CANADA AN NCO COMPANY

CORRESPONDENCE DATA

Fax Number: (202)842-8465

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-842-8800

Email: marypat.veyback@dbr.com, andrea.engel@dbr.com

Correspondent Name: Mary Pat A. Weyback

Address Line 1: Drinker Biddle & Reath LLP

Address Line 2: 1500 K Street, N.W., Ste. 1100

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005-1209

ATTORNEY DOCKET NUMBER: 461808

NAME OF SUBMITTER: Andrea L. Engel

Signature: /Andrea L. Engel/

Date: 06/15/2011

Total Attachments: 8

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated June 14, 2011, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of CITIZENS BANK OF PENNSYLVANIA ("*Citizens*"), as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Collect Acquisition Corp., a Pennsylvania corporation ("*Collect*"), NCO Financial Systems, Inc., a Pennsylvania corporation (together with Collect, the "*Borrower*"), Collect Holdings, Inc., a Delaware corporation (the "*Parent*") and the Subsidiary Guarantors party thereto have entered into a Credit Agreement dated as of November 15, 2006 (as amended most recently by that certain Fourth Amendment to Loan Documents dated March 25, 2011 and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Citizens, as Administrative Agent and Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated November 15, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*");

all patents and patent applications, including, without limitation, the patents and patent applications set forth on Schedule A hereto (the "*Patents*");

all trademark and service mark registrations and applications including, without limitation, the trademark and service mark registrations and applications set forth on

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Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications, or any trademark registrations issuing therefrom, under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth on Schedule C hereto (the "*Copyrights*");

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, the Secured Hedge Agreements and the Secured Cash Management Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents, the Secured Hedge Agreements or the Secured Cash Management Agreements but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

TO: MARY PAT A. WEYBACK COMPANY: DRINKER BIDDLE & REATH LLP

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NCO HOLDINGS, INC. (f/k/a Management Adjustment
Bureau Funding, Inc.)

By: 

Name: Brian H. Callahan

Title: Senior Vice President and Treasurer

COAST TO COAST CONSULTING, LLC
NCO FINANCIAL SYSTEMS, INC.
OUTSOURCING SOLUTIONS, INC.
QUALINK, INC.
TRANSWORLD SYSTEMS INC.
UNIVERSITY ACCOUNTING SERVICE, LLC

By: 

Name: John R. Schwab

Title: Chief Financial Officer, Treasurer and Assistant
SecretaryAddress for notices for all Grantors:

507 Prudential Road
Horsham, PA 10944
Attn: John R. Schwab


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Schedule B

NCO HOLDINGS, INC. Trademark Registrations						
Mark	Country	Reg. No.	Reg. Date	Int. Class(es)	Status	
TURNING RED INK TO BLACK ISN'T MAGIC. IT'S OUR JOB	US	1363713	10/1/85	36	2 nd Renewal due 10/1/2015	
 NCO Financial Systems, Inc.	US	3626744	5/26/09	35; 36	8&15 due 5/26/2015	
NCO 360	US	3703424	10/27/09	35; 36	8&15 due 10/27/2015	
NCO Customer Management, Inc.	US	3707770	11/10/09	35; 36	8&15 due 11/10/2015	
NCO Customer Management, Inc.	US	3707773	11/10/09	35; 36	8&15 due 11/10/2015	
SST	US	3719215	12/1/09	35; 36	8&15 due 12/1/2015	
NCO	US	3750620	2/16/10	35; 36	8&15 due 2/16/2016	
NCO UNIVERSITY	US	3755342	3/2/10	41	8&15 due 3/2/2016	
NORTH SHORE AGENCY	US	3813693	7/6/10	35; 36	8&15 due 7/6/2016	
NCO Digital Asset Management, Inc. ADVANTAGE	US	3842074	8/31/10	35; 36	8&15 due 8/31/2016	
OLPayments.com	US	3898625	1/4/11	35	8&15 due 1/4/17	




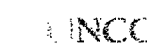
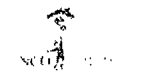


NCO HOLDINGS, INC. Trademark Applications					
Mark	Country	Appl. No.	Filing Date	Int. Class(es)	Status
Transworld Systems UNIVERSITY	US	85/225383	1/25/11	41	Pending (ITU)
Transworld Systems UNIVERSITY	US	85/219538	1/18/11	41	Pending (ITU)
Forbes Dowling LAWYERS	US	85/026095	4/29/10	35; 36	Pending (ITU) Allowed 4/26/11
Statewide LAWYERS	US	85/026094	4/29/10	35; 36	Pending (ITU)


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NCO HOLDINGS, INC. Trademark Applications						
Mark	Country	Appl. No.	Filing Date	Int. Class(es)	Status	
	US	85/026093	4/29/10	35; 36	Pending (ITU)	
	US	85/024964	4/28/10	35; 36	Pending (ITU)	
	US	77/961095	3/17/10	35; 36	Pending	
SYSTEMS	US	77/913042	1/15/10	35; 36	Pending (ITU)	
INTEGRATOR	US	77/909431	1/11/10	35; 36	Allowed 7/20/2010	
INSITE	US	77/894307	12/16/09	35; 36	Pending (ITU)	
	US	77/894307	12/16/09	35; 36	Allowed 7/20/2010	
UNCOVER	US	77/887694	12/7/09	35; 36	Pending (ITU)	
TOTAL DEBT MANAGEMENT	US	77/868035	11/9/09	35; 36	Allowed 5/25/10	
	US	77/849139	10/15/09	35; 36	Pending (ITU)	
	US	77/849138	10/15/09	35; 36	To publish 5/10/11	
EUROPE	US	77/852438	10/20/09	35; 36	Pending (ITU)	
	US	77/852438	10/20/09	35; 36	Allowed 6/15/2010	
	US	77/852436	10/20/09	41	Pending (ITU)	
	US				Allowed 12/7/10	

COAST TO COAST CONSULTING, LLC Trademark Registrations						
Mark	Country	Reg. No.	Reg. Date	Int. Class(es)	Status	
	US	3751371	2/23/10	35; 36	8&15 due 2/23/2016	

QUALINK, INC. Trademark Applications						
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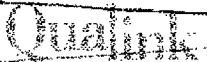
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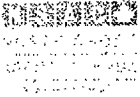
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Mark	Country	Appl. No.	Filing Date	Int. Class(es)	Status
	US	77/668919	2/12/09	35; 36	Pending (ITU) Allowed 3/16/10

QUALINK, INC. Trademark Registrations					
Mark	Country	Reg. No.	Reg. Date	Int. Class(es)	Status
	US	3765069	3/23/10	35; 36	8&15 due 1/23/2016

TRANSWORLD SYSTEMS INC. Trademark Registrations					
Mark	Country	Reg. No.	Reg. Date	Int. Class(es)	Status
 NORTH SHORE AGENCY AN ISO COMPANY	US	3769957	4/6/10	35; 36	8&15 due 2/23/2016
	US	3769958	4/6/10	35; 36	8&15 due 4/6/2016

UNIVERSITY ACCOUNTING SERVICE, LLC Trademark Applications					
Mark	Country	Appl. No.	Filing Date	Int. Class(es)	Status
	US	77/668916	2/12/09	35; 36	Pending (ITU) Allowed 9/2/10

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Schedule C

NCO HOLDINGS, INC. Copyright Registrations		
Title	Copr. Reg. No.	Reg. Date
For multiple location use only.	TX 723-794	11/7/80
Continuing independent district representative agreement to market field contact and other services.	TX 668-709	11/7/80
Continuing independent district representative agreement to market field contact and other services	TX 668-710	11/7/80

NCO FINANCIAL SYSTEMS, INC. Copyright Registrations		
Title	Copr. Reg. No.	Reg. Date
Universal collection system	TXu 974-978	7/13/00

OUTSOURCING SOLUTIONS INC. Copyright Registrations		
Title	Copr. Reg. No.	Reg. Date
Alchavo.com internet program.	TXu 1-020-922	2/12/01