

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>CompuCredit IP Holdings Corp.</td> <td></td> <td>07/18/2011</td> <td>CORPORATION: NEVADA</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	CompuCredit IP Holdings Corp.		07/18/2011	CORPORATION: NEVADA					
Name	Formerly	Execution Date	Entity Type										
CompuCredit IP Holdings Corp.		07/18/2011	CORPORATION: NEVADA										
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>CompuCredit Holdings Corporation</td> </tr> <tr> <td>Street Address:</td> <td>5 Concourse Parkway, Suite 500</td> </tr> <tr> <td>City:</td> <td>Atlanta</td> </tr> <tr> <td>State/Country:</td> <td>GEORGIA</td> </tr> <tr> <td>Postal Code:</td> <td>30328</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: GEORGIA</td> </tr> </table>	Name:	CompuCredit Holdings Corporation	Street Address:	5 Concourse Parkway, Suite 500	City:	Atlanta	State/Country:	GEORGIA	Postal Code:	30328	Entity Type:	CORPORATION: GEORGIA	
Name:	CompuCredit Holdings Corporation												
Street Address:	5 Concourse Parkway, Suite 500												
City:	Atlanta												
State/Country:	GEORGIA												
Postal Code:	30328												
Entity Type:	CORPORATION: GEORGIA												
PROPERTY NUMBERS Total: 3													
<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>Registration Number:</td> <td>3359600</td> <td>FIRST AMERICAN CASH ADVANCE</td> </tr> <tr> <td>Registration Number:</td> <td>3428270</td> <td>PURPOSE MONEY</td> </tr> <tr> <td>Registration Number:</td> <td>3189081</td> <td>PURPOSE FINANCIAL</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3359600	FIRST AMERICAN CASH ADVANCE	Registration Number:	3428270	PURPOSE MONEY	Registration Number:	3189081	PURPOSE FINANCIAL	
Property Type	Number	Word Mark											
Registration Number:	3359600	FIRST AMERICAN CASH ADVANCE											
Registration Number:	3428270	PURPOSE MONEY											
Registration Number:	3189081	PURPOSE FINANCIAL											
CORRESPONDENCE DATA													
<p>Fax Number: (404)962-6831</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 404-885-3380</p> <p>Email: trademarks@troutmansanders.com</p> <p>Correspondent Name: F. Richard Rimer, Jr.</p> <p>Address Line 1: 600 Peachtree Street NE</p> <p>Address Line 2: Suite 5200</p> <p>Address Line 4: Atlanta, GEORGIA 30308-2216</p>													
ATTORNEY DOCKET NUMBER:	39952.1 CCIPHII TO CCHC												
NAME OF SUBMITTER:	F. Richard Rimer, Jr.												

OP \$90.00 3359600

900199184

TRADEMARK
REEL: 004600 FRAME: 0463

Signature:	/frr/
Date:	08/09/2011
Total Attachments: 2 source=071811 US assignment - CCIPH II to CCHC#page1.tif source=071811 US assignment - CCIPH II to CCHC#page2.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into effective as of July 18, 2011, by and between CompuCredit IP Holdings II Corp, a Nevada corporation (hereinafter referred to as "Assignor"), and CompuCredit Holdings Corporation, a Georgia corporation whose address is 5 Concourse Parkway, Suite 500, Atlanta, Georgia 30328 (hereinafter referred to as "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, Assignor has received registrations for the marks listed on Exhibit A (the "Marks");

WHEREAS, the Parties desire to enter into this Assignment to effect the transfer of all right, title, and interest in and to the Marks to Assignee on a worldwide basis.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

TERMS AND CONDITIONS

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee the business underlying the Marks and all right, title, and interest in and to the Marks on a worldwide basis, together with the goodwill associated therewith, along with the right to recover for damages and profits and other remedies for past infringements of the Marks.
2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further reasonable acts that are deemed necessary by Assignee to vest in Assignee all right, title, and interest in and to the Marks, and to enable such right, title, and interest to be recorded in the United States Patent and Trademark Office and any other appropriate governmental authority or agency of the United States and internationally.
3. Entire Agreement. This Assignment represents the entire agreement between the Parties regarding the Marks and supersedes any previous agreement or discussion between the Parties.

"ASSIGNOR"

CompuCredit IP Holdings II Corp

By: 

Name: Cheson Carroll

Title: President

"ASSIGNEE"

CompuCredit Holdings Corporation

By: 

Name: J. Paul Whitehead II

Title: CFO

EXHIBIT A

Marks

<i>Mark</i>	<i>Registration Number</i>
FIRST AMERICAN CASH ADVANCE & Design	3,359,600
PURPOSE MONEY	3,428,270
PURPOSE FINANCIAL	3,189,081

2300417v1