

## 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
JP Morgan Chase Bank, N.A.		05/14/2012	National Banking Association:
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	303 Peachtree Street NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Georgia banking corporation: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3476660	E	
Registration Number:	2245621	ASCENSION BANKRUPTCY RECOVERY SERVICE	
Registration Number:	2387799	ASCENSION CAPITAL GROUP	
Registration Number:	2387798	ASCENSION CAPITAL GROUP	
CORRESPONDENCE DATA			
Fax Number:	2135761100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2135761045		
Email:	diana.chen@alston.com		
Correspondent Name:	DIANA CHEN		
Address Line 1:	333 South Hope Street		
Address Line 2:	16th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	001833/418930		

CH \$115.00 3476660

NAME OF SUBMITTER:	Diana Chen
Signature:	/dc/
Date:	05/18/2012
<b>Total Attachments: 3</b> source=Encore - Assignment of Security Interest in Trademarks_1#page1.tif source=Encore - Assignment of Security Interest in Trademarks_1#page2.tif source=Encore - Assignment of Security Interest in Trademarks_1#page3.tif	

## ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Assignment") is executed as of May 14, 2012 by JPMORGAN CHASE BANK, N.A., as Collateral Agent under the below-described Grants (in such capacity, "Assignor") and SUNTRUST BANK, as successor Collateral Agent (in such capacity, "Assignee") under (i) that certain Credit Agreement dated as of February 8, 2010 (as amended, the "Credit Agreement") by and among Encore Capital Group, Inc., a Delaware corporation (the "Borrower"), the lenders party thereto and SunTrust Bank, as Administrative Agent and (ii) the other Loan Documents (as defined in the Credit Agreement).

WHEREAS, the Borrower executed and delivered in favor of the Assignor a certain Amended and Restated Confirmatory Grant of Security Interest in United States Trademarks dated as of September 20, 2010 (the "Borrower Grant");

WHEREAS, Ascension Capital Group, Inc., a subsidiary of the Borrower ("Ascension"; together with the Borrower, the "Grantors") executed and delivered in favor of the Assignor a certain Amended and Restated Confirmatory Grant of Security Interest in United States Trademarks dated as of September 20, 2010 (the "Ascension Grant"; together with the Borrower Grant, the "Grants");

WHEREAS, to the extent provided in the Grants, each of the Grantors granted to the Assignor a security interest in all of its right, title and interest in and to their respective trademarks indicated on Exhibit A then owned or acquired by the respective Grantor, together with all proceeds and products of the respective trademarks, the goodwill associated with such trademarks, and all causes of action arising prior to or after the date of the Grants for infringement of any of the trademarks or unfair competition regarding the same (the "Trademarks"); and

WHEREAS, this Assignment is entered into for purposes of evidencing the assignment of Assignor's security interest in the Trademarks to the Assignee in a form suitable for recordation in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Assignment. The Assignor hereby assigns to the Assignee, its successors and assigns, the Assignor's entire security interest granted by the Grantors in, to and under all of the Borrower's right, title and interest in and to the Trademarks. This assignment shall be made without representation or warranty by the Assignor.

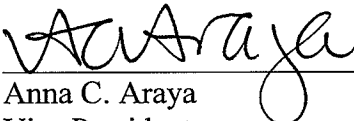
2. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York, but giving effect to federal laws applicable to national banks.

3. Counterparts. This Assignment may be executed by one or more of the parties hereto on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Signatures delivered by facsimile or PDF shall have the same force and effect as manual signatures delivered in person.

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Security Interest in Trademarks to be duly executed by its duly authorized officer or representative as of the day and year first written above.

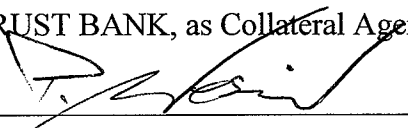
**ASSIGNOR**

JPMORGAN CHASE BANK, N.A., as  
Collateral Agent

By:   
Name: Anna C. Araya  
Title: Vice President

**ASSIGNEE**

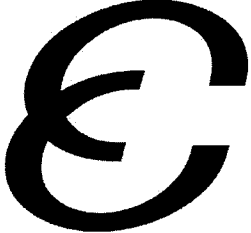


SUN TRUST BANK, as Collateral Agent

By:   
Name: **Peter Wesemeier**  
Title: **Vice President**

**SCHEDULE A**

**TO**

**ASSIGNMENT OF SECURITY INTERESTS IN TRADEMARKS**

TRADEMARK	REGISTRATION NO./DATE	STATUS	OWNER OF RECORD
	<p align="center">3476660 07/29/08</p>	<p align="center">Registered</p>	<p align="center">Encore Capital Group, Inc.</p>
	<p align="center">2245621 05/18/99</p>	<p align="center">Cancelled</p>	<p align="center">Ascension Capital Group, LP</p>
	<p align="center">2387799 09/19/00</p>	<p align="center">Renewed</p>	<p align="center">Ascension Capital Group, Inc.</p>
<p align="center">ASCENSION CAPITAL GROUP</p>	<p align="center">2387798 09/19/00</p>	<p align="center">Renewed</p>	<p align="center">Ascension Capital Group, Inc.</p>