

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
Asset Acceptance, LLC		05/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
Legal Recovery Solutions, LLC		05/24/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	611 Woodward Avenue		
City:	Detroit		
State/Country:	MICHIGAN		
Postal Code:	48226		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2673581	ASSET ACCEPTANCE	
Registration Number:	2566477	AACC ASSET ACCEPTANCE CAPITAL CORP.	
Registration Number:	2884210	AA ASSET ACCEPTANCE LLC	
Registration Number:	3480066	RETURNING VALUE TO OUR CREDIT DRIVEN ECONOMY	
Registration Number:	3927757	COGENT	
CORRESPONDENCE DATA			
Fax Number:	7346231625		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	734-623-1938		
Email:	trademark@dickinsonwright.com		
Correspondent Name:	John C. Nishi		
Address Line 1:	350 S. Main Street		

OP \$140.00 2673581

Address Line 2: Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER: 7/4120

NAME OF SUBMITTER: John C. Nishi

Signature: /John C. Nishi/

Date: 06/28/2012

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of May ~~24~~, 2012 by Asset Acceptance, LLC, a Delaware limited liability company and Legal Recovery Solutions, LLC, a Delaware limited liability company (collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") under the Restated Credit Agreement referred to below.

Recitals

A. Asset Acceptance Capital Corp., a Delaware corporation (the "Borrower") entered into an Amended and Restated Credit Agreement dated as of November 14, 2011 (as amended, supplemented, restated or otherwise modified from time to time, the "Restated Credit Agreement"), by and among the Borrower, the lenders party thereto from time to time (the "Lenders"), and JPMorgan Chase Bank N.A., a national banking association, as Administrative Agent for the Lenders, pursuant to which the Lenders made available to the Borrower credit facilities.

B. In connection with the Restated Credit Agreement, the Borrower, certain Subsidiary Guarantors (as defined in the Restated Security Agreement) and JPMorgan Chase Bank, N.A., as Administrative Agent, entered into an Amended and Restated Subsidiary Guaranty dated as of November 14, 2011 (as amended, supplemented, restated or otherwise modified from time to time, the "Restated Guaranty") and an Amended and Restated Pledge and Security Agreement dated as of November 14, 2011 (as amended, supplemented, restated or otherwise modified from time to time, the "Restated Security Agreement"), pursuant to which certain Secured Obligations owed to the Lenders are guaranteed and secured.

C. Pursuant to the terms of the Restated Security Agreement, the Grantors pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a first-priority security interest (subject to Liens permitted by the Loan Documents) in substantially all of the assets of the Grantor, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired Patents and Trademarks (as defined in the Restated Security Agreement) to secure the prompt and complete payment and performance of the Secured Obligations under the Restated Credit Agreement.

D. Pursuant to the terms of the Restated Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Restated Credit Agreement and the other Loan Documents, the Grantors hereby grant to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantors (including any trade name or derivations thereof):

- (1) each unregistered patent, patent registration and patent application, including, without limitation, each patent and patent application referred to in Schedule 1 attached hereto, together with any renewal thereof;
- (2) each patent license to which any Grantor is a party, including, without limitation, each patent license listed on Schedule 1 attached hereto;
- (3) all products and proceeds of the foregoing, including, without limitation, any and all claims by any Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 1 attached hereto, any patent issued pursuant to a patent application referred to in Schedule 1 attached hereto and any patent licensed under any patent license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Patent Collateral");
- (4) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each trademark license, including without limitation, each trademark license listed on Schedule 2 attached hereto, together with all goodwill associated therewith; and
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 2 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 2 and any trademark licensed under any trademark license listed on Schedule 2 attached hereto (items 4 through 6 being herein collectively referred to as the "Trademark Collateral").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Restated Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Restated Security Agreement. Grantors acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral and Trademark Collateral made and granted hereby are more fully set forth in the Restated Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Restated Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Restated Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

ASSET ACCEPTANCE, LLC

By: E.L. Herbert
Name: E.L. HERBERT
Title: VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

LEGAL RECOVERY SOLUTIONS, LLC

By: E.L. Herbert
Name: E.L. HERBERT
Title: VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: Timothy Rettberg
Title: Vice President

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

ASSET ACCEPTANCE, LLC

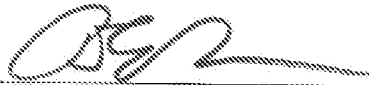
By: _____
Name: _____
Title: _____

LEGAL RECOVERY SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Timothy Rettberg
Title: Vice President

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

<u>Name of Grantor</u>	<u>Patent Description</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Asset Acceptance, LLC	System and Method for Legal Document Authoring and Electronic Court Filing	04/26/2010	12/767,296
Asset Acceptance, LLC	System and Method for Legal Document Authoring and Electronic Court Filing, withdrew claims 21-28	02/09/2012	12/767,296
Asset Acceptance, LLC	System and Method for Legal Document Authoring and Electronic Court Filing, claims 21-28, new application	03/14/2012	13/419,921

SCHEDULE 2
to
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Registration Number</u>
Asset Acceptance, LLC	ASSET ACCEPTANCE	01/14/2003	2,673,581
Asset Acceptance, LLC	AACC ASSET ACCEPTANCE CAPITAL CORP. & Design	05/07/2002	2,566,477
Asset Acceptance, LLC	AACC ASSET ACCEPTANCE CAPITAL CORP. & Design	5/7/2012 Notice of Acceptance of Trademark Renewal	2,566,477
Asset Acceptance, LLC	AA ASSET ACCEPTANCE LLC & Design	09/14/2004	2,884,210
Asset Acceptance, LLC	RETURNING VALUE TO OUR CREDIT DRIVEN ECONOMY	08/05/2008	3,480,066
Legal Recovery Solutions, LLC	COGENT	03/08/11	3,927,757