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
UNITED RECOVERY SYSTEMS, LP		10/15/2012	LIMITED PARTNERSHIP: TEXAS
SIMON INTELLIGENT SYSTEMS, L.L.C.		10/15/2012	LIMITED LIABILITY COMPANY: TEXAS
ERS ACQUISITION CORP.		10/15/2012	CORPORATION: DELAWARE
URS ACQUISITION CORP.		10/15/2012	CORPORATION: DELAWARE
URS MANAGEMENT, LLC		10/15/2012	LIMITED LIABILITY COMPANY: TEXAS
PLAZA RECOVERY, INC.		10/15/2012	CORPORATION: DELAWARE
PLAZA SERVICES, INC.,		10/15/2012	CORPORATION: DELAWARE
ERS HOLDCO, INC.		10/15/2012	CORPORATION: DELAWARE
ENTERPRISE RECOVERY SYSTEMS, INC.		10/15/2012	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	THE CIT GROUP/BUSINESS CREDIT, INC., as Administrative Agent
Street Address:	One CIT Drive
City:	Livingston
State/Country:	NEW JERSEY
Postal Code:	07039
Entity Type:	CORPORATION: NEW YORK

CH $190.00 85736184

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	85736184	ERS
Serial Number:	85736188	ENTERPRISE RECOVERY SYSTEMS
Serial Number:	85738762	ERS ENTERPRISE RECOVERY SYSTEMS, INC.
Serial Number:	85734770	ACB RECOVERY
Serial Number:	85734775	PLAZA RECOVERY, INC.

Serial Number:	85734777	ACB RECOVERY
Serial Number:	85734766	PLAZA RECOVERY

CORRESPONDENCE DATA

Fax Number: 2127557306

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-326-3939
Email: NYTEF@JONESDAY.COM
Correspondent Name: Jan W. Egan, Esq.
Address Line 1: Jones Day
Address Line 2: 222 East 41st Street
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	973429-365007
NAME OF SUBMITTER:	Jan W. Egan
Signature:	/Jan W. Egan/
Date:	11/09/2012

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 15, 2012, among UNITED RECOVERY SYSTEMS, LP, a Texas limited partnership, SIMON INTELLIGENT SYSTEMS, L.L.C., a Texas limited liability company, ERS ACQUISITION CORP., a Delaware corporation, URS ACQUISITION CORP., a Delaware corporation, URS MANAGEMENT, LLC, a Texas limited liability company, PLAZA RECOVERY, INC., a Delaware corporation, PLAZA SERVICES, INC., a Delaware corporation, ERS HOLDCO, INC., a Delaware corporation, and ENTERPRISE RECOVERY SYSTEMS, INC., an Illinois corporation (collectively, the "Grantors"), and THE CIT GROUP/BUSINESS CREDIT, INC., acting in the capacity as Administrative Agent for the benefit of itself and the Lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

W I T N E S S E T H:

WHEREAS pursuant to the terms of that certain Amended and Restated Credit and Guaranty Agreement dated as of March 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the lenders from time to time party thereto (the "Lenders") and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Grantors.

WHEREAS pursuant to the Amended and Restated Security and Pledge Agreement, dated as of March 14, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors and the Administrative Agent, each Grantor granted to the Administrative Agent a security interest in all of such Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), whether now owned, or hereafter acquired by such Grantor to secure the prompt and complete payment and performance of all Obligations (as defined in the Credit Agreement);

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Grantors' right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

The Grantors hereby grant to the Administrative Agent a security interest in all of their right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case

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whether now owned or hereafter acquired but excluding any Excluded Asset (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

The Grantors hereby authorize and request that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Termination

Upon the Termination Date (as defined in the Credit Agreement), the Administrative Agent shall, at the Grantors' expense, execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral.

Section 7. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic communication shall be effective as delivery of a manually executed counterpart of this Agreement.

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IN WITNESS WHEREOF, each of the Grantors has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

UNITED RECOVERY SYSTEMS, LP
By: URS Management, LLC,
its General Partner
SIMON INTELLIGENT SYSTEMS, L.L.C.
ERS ACQUISITION CORP.
URS ACQUISITION CORP.
URS MANAGEMENT, LLC
PLAZA RECOVERY, INC.
PLAZA SERVICES, INC.
ERS HOLDCO, INC.
ENTERPRISE RECOVERY SYSTEMS, INC.

By: _____
Name: George A. Williams
Title: CFO

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ADMINISTRATIVE AGENT:

THE CIT GROUP/BUSINESS CREDIT, INC., as Administrative Agent

By: Timothy J Beh

Name: Timothy G. Beh

Title: Vice President

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SCHEDULE A

TO

TRADEMARK SECURITY AGREEMENT

UNITED STATES REGISTERED TRADEMARK APPLICATIONS:

Record Owner	Trademark	Jurisdiction	Serial Number	Filing Date
ENTERPRISE RECOVERY SYSTEMS, INC.	ERS	USPTO	85736184	9/24/12
ENTERPRISE RECOVERY SYSTEMS, INC.	ENTERPRISE RECOVERY SYSTEMS	USPTO	85736188	9/24/12
ENTERPRISE RECOVERY SYSTEMS, INC.	ENTERPRISE RECOVERY SYSTEMS & DESIGN	USPTO	85738762	9/26/12
PLAZA RECOVERY, INC.	ACB RECOVERY	USPTO	85734770	9/21/12
PLAZA RECOVERY, INC.	PLAZA RECOVERY & DESIGN	USPTO	85734775	9/21/12
PLAZA RECOVERY, INC.	ACB RECOVERY & DESIGN	USPTO	85734777	9/21/12
PLAZA RECOVERY, INC.	PLAZA RECOVERY	USPTO	85734766	9/21/12

RECORDED: 11/09/2012

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