

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amended and Restated Confirmatory Grant of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Encore Capital Group, Inc.		11/05/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree Street, NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	85481899	E
Registration Number:	3476660	E

CORRESPONDENCE DATA

Fax Number: 4048817000
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-881-7000
 Email: laura.kees@alston.com,angie.wicker@alston.com
 Correspondent Name: Laura Kees, Esq.
 Address Line 1: 1201 West Peachtree Street
 Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	001833/418930
NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/

OP \$65.00 85481899

Date:

11/13/2012

Total Attachments: 4

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**SECOND AMENDED AND RESTATED
CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS SECOND AMENDED AND RESTATED CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of November 5, 2012 by and from ENCORE CAPITAL GROUP, INC. (the “Grantor”), a Delaware corporation, whose principal address is 8875 Aero Drive, Suite 200, San Diego, California 92123, to and in favor of SUNTRUST BANK (the “Grantee”), for itself and as Collateral Agent for the Secured Parties (as defined in the Pledge and Security Agreement referenced below).

WHEREAS, the Grantor and certain other subsidiaries of the Grantor (together with the Grantor, the “Initial Grantors”) and Grantee entered into a Second Amended and Restated Pledge and Security Agreement dated as of the date hereof (as amended from time to time, the “Security Agreement”).

WHEREAS, the Grantor previously entered into the Confirmatory Grant of Security Interest in United States Trademarks, dated as of February 8, 2010, which was amended by that certain Amended and Restated Confirmatory Grant of Security Interest in United States Trademarks, dated as of September 20, 2010, filed at Reel 4283 and Frame 0257 with the United States Patent and Trademark Office (the “Existing Confirmatory Grant”) and which was assigned to the Grantee pursuant to that certain Assignment of Security Interests in Trademarks, dated as of May 14, 2012, filed at Reel 4784 and Frame 0391 with the United States Patent and Trademark Office, and wishes to affirm its obligations under the terms of the Existing Confirmatory Grant and wishes to amend and restate the terms of the Existing Confirmatory Grant.

WHEREAS, Grantor has adopted, used and is using the trademarks (the “Trademarks”) listed on Exhibit A attached hereto, which Trademarks are registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Grantee under the Security Agreement.

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) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of Grantor, pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee for the benefit of the Secured Parties a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

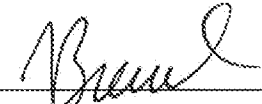
(c) The Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

3) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereunder shall be governed by, and construed by and interpreted in accordance with the laws of the State of New York.

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IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the day and year first above written.

ENCORE CAPITAL GROUP, INC.

By: 
Name: J. Brandon Black
Title: President


*[Signature Page to Second Amended and Restated Confirmatory Grant of Security Interest
in United States Trademarks]*

TRADEMARK
REEL: 004899 FRAME: 0446


**SECOND AMENDED AND RESTATED
CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

Trademark Registrations

<u>Description</u>	<u>Registration Date</u>	<u>Federal Registration Number</u>
	7/29/2008	3476660

Trademark Applications

<u>Description</u>	<u>Application Date</u>	<u>Federal Serial Number</u>
	November 2011	85/481,899

[Exhibit A to Second Amended and Restated Confirmatory Grant of Security Interest in United States Trademarks]