

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YBUY, Inc.		11/25/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CompuCredit Holdings Corporation		
Street Address:	Five Concourse Parkway		
Internal Address:	Suite 400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2691838	YBUY	
Serial Number:	85632238	YBUY	
Serial Number:	85632298	TRY BEFORE YOU BUY	
CORRESPONDENCE DATA			
Fax Number:	4049626831		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-885-3380		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	F. Richard Rimer, Jr.		
Address Line 1:	600 Peachtree Street NE		
Address Line 2:	Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	39952.1 YBUY INC TO CCHC		

OP \$90.00 2691838

NAME OF SUBMITTER:	F. Richard Rimer, Jr., Esq.
Signature:	/frr/
Date:	12/21/2012
Total Attachments: 4 source=Asg- YBUY to CCHC#page1.tif source=Asg- YBUY to CCHC#page2.tif source=Asg- YBUY to CCHC#page3.tif source=Asg- YBUY to CCHC#page4.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark And Domain Name Assignment (the "Assignment") dated November 25, 2012, is made and delivered by YBUY, Inc., a Delaware corporation, ("Assignor"), for the benefit of CompuCredit Holdings Corporation, a Georgia corporation ("Assignee"), in connection with that certain Asset Purchase Agreement, dated as of November 25, 2012, by and between Assignor and Assignee (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, Assignor has acquired, used, and is the owner of all right, title, and interest in, to, and under the registered servicemarks and trademarks and servicemark and trademark applications listed on Exhibit A hereto and incorporated herein by reference (all of the foregoing being referred to herein as the "Marks"); and

WHEREAS, Assignor owns or has the right to use the internet domain names, whether or not trademarks, registered in any generic top level domain by any authorized private registrar or governmental authority set forth on Exhibit A ("Domain Names");

WHEREAS, Assignee desires to acquire the Marks and Domain Names from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby transfer, convey, assign, and deliver to Assignee, free and clear of all claims, liabilities, obligations, liens, charges, security interests, and encumbrances, all right, title, and interest in, to, and under the Marks and the Domain Names, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of any Mark or Domain Name, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.
2. Assignor represents, warrants, and covenants that (i) Assignor shall not register or use any name anywhere in the world substantially similar to the Marks or Domain Names, and (ii) upon execution of this Assignment, Assignor shall immediately cease all use of the Marks and Domain Names and desist from any use in the future.
3. Assignor shall not, at any time, challenge or attack Assignee's title or rights in and to any Marks or Domain Names owned or used by Assignee in any jurisdiction or challenge or attack the validity of this Agreement or of any registration or application related to the Marks or Domain Names owned or used by Assignee.
4. Assignor hereby covenants and agrees, at the reasonable request of Assignee, without further consideration, to promptly execute and deliver, or cause to be executed and

delivered, to Assignee such assignments, bills of sale, consents, and other instruments, in form and substance reasonably satisfactory to Assignee, and take all such other actions to more effectively transfer to and vest in Assignee, and to put Assignee in possession of, the Marks and Domain Names, free and clear of all claims, liabilities, obligations, liens, charges, security interests, and encumbrances.

5. This Assignment may be executed in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

[Signature Page to Trademark Assignment]

TRADEMARK

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be adopted, approved, certified, executed, and acknowledged by a duly authorized person on the date first above written.

ASSIGNOR:

YBUY, Inc.

By: 

Name: Joe Ferguson

Title: CEO

ASSIGNEE:

CompuCredit Holdings Corporation

By: 

Name: Jeffrey A. Howard

Title: Executive Vice President

TRADEMARK

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EXHIBIT A

Marks

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Jurisdiction
1. YBUY	75813338	10/01/1999	2691838		US
2. YBUY	85632238	05/22/2012	N/A	N/A	US
3. TRY BEFORE YOU BUY	85632298	05/22/2012	N/A	N/A	US

Domain Names

1. www.ybuy.com

TRADEMARK