

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		11/11/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Suntrust Bank		
Street Address:	3333 Peachtree Road		
Internal Address:	7th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 4			
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 ECO	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-881-7000		
Email:	angie.wicker@alston.com,laura.kees@alston.com		
Correspondent Name:	Laura Kees		
Address Line 1:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	01833/430596		

OP \$115.00 2673581

NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	11/14/2013
Total Attachments: 4 source=Encore - IP Notice - Trademarks (Asset Acceptance LLC) - Executed#page1.tif source=Encore - IP Notice - Trademarks (Asset Acceptance LLC) - Executed#page2.tif source=Encore - IP Notice - Trademarks (Asset Acceptance LLC) - Executed#page3.tif source=Encore - IP Notice - Trademarks (Asset Acceptance LLC) - Executed#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the “Confirmatory Grant”) is made effective as of November 11, 2013 by and from ASSET ACCEPTANCE, LLC (the “Grantor”), a Delaware limited liability company, whose principal address is 28405 Van Dyke Avenue, Warren, Michigan 48093, 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 Grantee are parties to that certain Second Amended and Restated Pledge and Security Agreement dated as of November 5, 2012 (as amended from time to time, the “Security Agreement”).

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

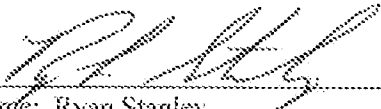
incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ASSET ACCEPTANCE, LLC

By: 
Name: Ryan Stanley
Title: Vice President and General Manager

[Signature Page to Confirmatory Grant of Security Interest in Trademarks]

**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>
ASSET ACCEPTANCE	01/14/2003	2,673,581
AACC ASSET ACCEPTANCE CAPITAL CORP. & Design	05/07/2002	2,566,477
AA ASSET ACCEPTANCE LLC & Design	09/14/2004	2,884,210
RETURNING VALUE TO OUR CREDIT DRIVEN ECONOMY	08/05/2008	3,480,066

[Exhibit A to Confirmatory Grant of Security Interest in United States Trademarks]