

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COLLECTION ASSOCIATES, LLC		12/31/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	ASSOCIATED BANK, NATIONAL ASSOCIATION, as Administrative Agent		
Street Address:	525 W. Monroe St., Suite 2400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4001780	CU SEMINARS · COLLECTOR UNIVERSITY ·	
Registration Number:	3334613	CU COLLECTOR UNIVERSITY SEMINARS	
Registration Number:	4205498	AR·LOGIX	
CORRESPONDENCE DATA			
Fax Number:	3128637806		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-863-7198		
Email:	nancy.brougher@goldbergkohn.com		
Correspondent Name:	Nancy Brougher, Paralegal		
Address Line 1:	Goldberg Kohn Ltd.		
Address Line 2:	55 East Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	6867.007		
NAME OF SUBMITTER:	Nancy Brougher		
SIGNATURE:	/njb/		
DATE SIGNED:	01/04/2016		
Total Attachments: 5			
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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

December 31, 2015

WHEREAS, Collection Associates LLC, a Delaware Limited Liability Company (the "Grantor"), having its chief executive office at 1809 North Broadway, P.O. Box 349, Greensburg, Indiana 47240, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having offices at 525 W. Monroe St. Suite 2400, Chicago, Illinois, as administrative agent for the Lenders (as defined in the Security Agreement defined below) ("Administrative Agent"), desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Grantor is willing to grant to Administrative Agent a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as July 27, 2012, among the Grantor, the other Debtors (as defined therein) party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants Administrative Agent for the benefit of itself and the Lenders a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the performance and payment of all present and future obligations under the Credit Agreement (as defined in the Security Agreement). Upon request of the Grantor when all obligations under the Credit Agreement have been finally paid in full and all commitments of Administrative Agent and the Lenders under the Credit Agreement have been terminated, Administrative Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Administrative Agent to any such obligation is or must be rescinded or returned by Administrative Agent or any Lender for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Administrative Agent, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Administrative Agent had not been made and such release had not been executed.

This security interest has been made in conjunction with the security interest granted to Administrative Agent under the Security Agreement. The rights and remedies of Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

COLLECTION ASSOCIATES, LLC, a
Delaware limited liability company, as Grantor

By: [Signature]
Name: Colleen R. Brown
Title: President

ASSOCIATED BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: *Scott H. Saviden*
Name: Scott H. Saviden
Title: Vice President

SCHEDULE A

<u>TRADEMARK NAME</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>CO. NAME HELD IN</u>	<u>ISSUE DATE OR APPLICATION DATE</u>
CU Seminars Collector University	4001780	United States	Collection Associates, LLC	7/26/2011
CU Collector University Seminars	3334613	United States	Collection Associates, LLC	11/13/2007
AR Logix	4205498	United States	Collection Associates, LLC	9/11/2012

Schedule A