

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM389539

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER AND CHANGE OF NAME		
<b>EFFECTIVE DATE:</b>	06/30/2012		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
APAC Customer Services, Inc.		06/29/2012	Corporation: ILLINOIS
<b>NEWLY MERGED ENTITY DATA</b>			
<b>Name</b>	<b>Execution Date</b>	<b>Entity Type</b>	
APAC Customer Management, Inc.	06/29/2012	Corporation: PENNSYLVANIA	
<b>MERGED ENTITY'S NEW NAME (RECEIVING PARTY)</b>			
<b>Name:</b>	APAC Customer Services, Inc.		
<b>Street Address:</b>	507 Prudential Road		
<b>City:</b>	Horsham		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19044		
<b>Entity Type:</b>	Corporation: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3663740	ATHOME SERVICE	
<b>Registration Number:</b>	2474901	APAC CUSTOMER SERVICES	
<b>Registration Number:</b>	2326266		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325347		
<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>			
<b>Phone:</b>	215-569-5347		
<b>Email:</b>	aria@blankrome.com		
<b>Correspondent Name:</b>	Zachary A. Aria		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	Blank Rome LLP		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Zachary A. Aria		

OP \$90.00 3663740

<b>SIGNATURE:</b>	/Zachary A. Aria/
<b>DATE SIGNED:</b>	06/28/2016
<b>Total Attachments: 15</b> source=APAC Customer Services to APAC Customer Services PA#page1.tif source=APAC Customer Services to APAC Customer Services PA#page2.tif source=APAC Customer Services to APAC Customer Services PA#page3.tif source=APAC Customer Services to APAC Customer Services PA#page4.tif source=APAC Customer Services to APAC Customer Services PA#page5.tif source=APAC Customer Services to APAC Customer Services PA#page6.tif source=APAC Customer Services to APAC Customer Services PA#page7.tif source=APAC Customer Services to APAC Customer Services PA#page8.tif source=APAC Customer Services to APAC Customer Services PA#page9.tif source=APAC Customer Services to APAC Customer Services PA#page10.tif source=APAC Customer Services to APAC Customer Services PA#page11.tif source=APAC Customer Services to APAC Customer Services PA#page12.tif source=APAC Customer Services to APAC Customer Services PA#page13.tif source=APAC Customer Services to APAC Customer Services PA#page14.tif source=APAC Customer Services to APAC Customer Services PA#page15.tif	

Entity #: 773135  
Date Filed: 04/03/2012  
Carol Aichele  
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Articles of Amendment-Domestic Corporation  
(15 Pa.C.S.)

Business Corporation (§ 1915)  
 Nonprofit Corporation (§ 5915)

Name	CT-COUNTER		
Address	CT-COUNTER		
City	State	Zip Code	
8433516	SO PA	1	

Commonwealth of Pennsylvania  
ARTICLES OF AMENDMENT-BUSINESS 4 Page(s)



Fee: \$70

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is: NCO Customer Management, Inc.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street	City	State	Zip	County
507 Prudential Road	Horsham	PA	19044	Montgomery

(b) Name of Commercial Registered Office Provider \_\_\_\_\_ County \_\_\_\_\_  
c/o \_\_\_\_\_

3. The statute by or under which it was incorporated: Business Corporation Law of 1988, as amended

4. The date of its incorporation: June 6, 1983

5. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

The amendment shall be effective on: \_\_\_\_\_ at \_\_\_\_\_  
Date Hour

2012 APR -3 PM 2:42  
Certification#: 1128744-1 Page 1 of 1  
PA DEPT OF STATE

TRADEMARK  
REEL: 005823 FRAME: 0861

6. Check one of the following:

The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).

The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. Check, and if appropriate, complete one of the following:

The amendment adopted by the corporation, set forth in full, is as follows  
Article First of the Articles of Incorporation shall be amended in its entirety to read as follows:

\_\_\_\_\_

"1. The name of the corporation is: APAC Customer Management, Inc."

\_\_\_\_\_

The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

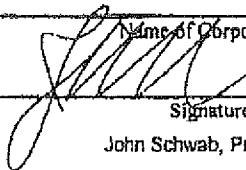
2nd day of April

2012

NCO Customer Management, Inc.

\_\_\_\_\_

Name of Corporation



\_\_\_\_\_

Signature

John Schwab, President

\_\_\_\_\_

Title

Entity #: 773135  
Date Filed: 06/29/2012  
Effective Date: 06/30/2012  
Carol Aichele  
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Articles/Certificate of Merger

(15 Pa.C.S.)

EXPEDITE

- Domestic Business Corporation (§ 1926)  
 Domestic Nonprofit Corporation (§ 5926)  
 Limited Partnership (§ 8547)

Name \_\_\_\_\_  
Address **CT-COUNTER**  
City 8503194 State SO PA Zip Code \_\_\_\_\_

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania  
ARTICLES OF MERGER-BUSINESS 14 Page(s)

Fee: \$150 plus \$40 additional for each Party in additional to two



T1218164106

In compliance with the requirements of the applicable provisions (relating to articles of merger or consolidation), the undersigned, desiring to effect a merger, hereby state that:

1. The name of the corporation/limited partnership surviving the merger is:  
APAC Customer Management, Inc.

2. Check and complete one of the following:

The surviving corporation/limited partnership is a domestic business/nonprofit corporation/limited partnership and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street City State Zip County  
507 Prudential Road, Horsham, PA 19044, Montgomery

(b) Name of Commercial Registered Office Provider County  
c/o

The surviving corporation/limited partnership is a qualified foreign business/nonprofit corporation /limited partnership incorporated/formed under the laws of \_\_\_\_\_ and the (a) address of its current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is (the Department is hereby authorized to correct the following information to conform to the records of the Department):

(a) Number and Street City State Zip County

(b) Name of Commercial Registered Office Provider County  
c/o

The surviving corporation/limited partnership is a nonqualified foreign business/nonprofit corporation/limited partnership incorporated/formed under the laws of \_\_\_\_\_ and the address of its principal office under the laws of such domiciliary jurisdiction is:

Number and Street City State Zip

2012 JUN 29 AM 11: 12

PA DEPT OF STATE

TRADEMARK  
REEL: 005823 FRAME: 0863



DSCD: 15-1926/5926/8547-3

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

29<sup>th</sup> day of June

2012

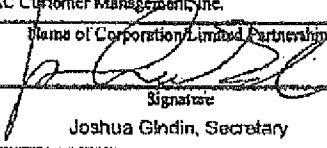
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APAC Customer Management, Inc.

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Name of Corporation/Limited Partnership

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Signature

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Joshua Gindin, Secretary

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Title

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APAC Customer Services, Inc.

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Name of Corporation/Limited Partnership

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Signature

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John R. Schwab, Executive Vice President

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Title

MADE BY Q3 2012 Kulershausen/Edgar

IN TESTIMONY WHEREOF, the undersigned corporation/limited partnership has caused these Articles/Certificate of Merger to be signed by a duly authorized officer thereof this

29<sup>th</sup> day of June  
2017

APAC Customer Management, Inc.  
Name of Corporation/Limited Partnership

Signature  
Joshua Gindin, Secretary  
Title

APAC Customer Services, Inc.  
Name of Corporation/Limited Partnership

Signature  
John R. Schwab, Executive Vice President  
Title

Page 04 of 012 Wilson-Kovacs-Police



## EXHIBIT A

### AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement"), dated as of June 29, 2012, is by and between APAC Customer Services, Inc., an Illinois corporation ("APAC") and APAC Customer Management, Inc., a Pennsylvania corporation ("Customer Management," and together with APAC, the "Parties").

WHEREAS, each of the Parties is a direct or indirect wholly-owned subsidiary of EGS Holdings, Inc., a Delaware corporation; and

WHEREAS, as of the date hereof, Customer Management owns all of the issued and outstanding common shares of APAC.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, and in consideration of the representations, warranties, and covenants contained herein, each Party agrees as follows:

#### ARTICLE I THE APAC MERGER

1.1 The APAC Merger. At the Effective Time, and subject to this Agreement and the applicable provisions of the Pennsylvania Business Corporation Act (the "PBCA") and the Illinois Business Corporation Act of 1983, as amended (the "IBCA"), APAC shall be merged with and into Customer Management (the "APAC Merger"), whereupon APAC's separate existence shall cease, and Customer Management shall continue as the surviving corporation and shall continue to be governed by the laws of the Commonwealth of Pennsylvania. Simultaneously with the consummation of the APAC Merger, Customer Management will change its name to "APAC Customer Services, Inc." APAC Customer Services, Inc. as the surviving corporation after the APAC Merger is hereinafter referred to as the "Surviving Corporation."

1.2 Closing. Subject to the satisfaction or, if permissible, waiver of the conditions set forth in Article IV hereof, the closing of the APAC Merger (the "Closing") will take place concurrently with the closing of the Refinancing at the offices of Dechert LLP, 1095 Avenue of the Americas, New York, New York 10036 (such date, the "Closing Date").

1.3 Actions at Closing. At the Closing, the Parties shall cause the APAC Merger to be consummated by simultaneously filing (a) Articles of Merger (the "Pennsylvania Articles of Merger") meeting the requirements of the PBCA, to be executed, acknowledged and filed with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania and (b) Articles of Merger (the "Illinois Articles of Merger", and together with the Pennsylvania Articles of Merger, the "Articles of Merger") meeting the requirements of the IBCA, to be executed, acknowledged and filed with the Secretary of the State of the State of Illinois.

1.4 Effective Time of the APAC Merger. The date on which the APAC Merger shall become effective is June 30, 2012 (the "Effective Time").

1.5 Effect of the Merger.

(a) At the Effective Time, the effect of the APAC Merger will be as provided in this Agreement, the Articles of Merger and the applicable provisions of the PBCA and IBCA. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, Customer Management shall continue in existence as the surviving corporation and without further transfer, succeed to and possess all rights, privileges, powers and franchises of APAC, and all the business, assets, property, debts, liabilities and duties of whatever kind and character of APAC shall vest in the Surviving Corporation without further action; thereafter, the Surviving Corporation shall be liable for all the liabilities and obligations of APAC.

(b) The articles of incorporation of Customer Management as in effect immediately prior to the Effective Time, except as amended hereby to change the name to "APAC Customer Services, Inc.", shall be the articles of incorporation of the Surviving Corporation, until thereafter amended in accordance with the provisions thereof and applicable law. The bylaws of Customer Management in effect immediately prior to the APAC Merger shall be the bylaws of the Surviving Corporation until thereafter amended in accordance with the provisions thereof and applicable law.

(c) The directors and officers of Customer Management as in effect immediately prior to the Effective Time shall be the directors and officers, respectively, of the Surviving Corporation until their earlier death, resignation or removal.

(d) As a result of the APAC Merger, at and as of the Effective Time, the Surviving Corporation shall adopt the name "APAC Customer Services, Inc."

(e) As a result of the APAC Merger, at and as of the Effective Time, by virtue of the APAC Merger without any action on the part of the Parties:

(i) Each common share, no par value per share, of APAC issued and outstanding immediately prior to the Effective Time shall be automatically be cancelled and retired and shall cease to exist, and no consideration or payment shall be delivered in exchange thereof or in respect thereof; and

(ii) Each share of common stock, par value \$0.01 per share, of Customer Management issued and outstanding immediately prior to the Effective Time shall be converted into and become one fully paid share of common stock, par value \$0.01 per share, of the Surviving Corporation and constitute the only outstanding shares of capital stock of the Surviving Corporation.

## ARTICLE II. REPRESENTATIONS AND WARRANTIES OF APAC

APAC hereby represents and warrants to Customer Management that:

2.1 Organization and Qualification; Subsidiaries. APAC is a corporation or legal entity duly organized or formed, validly existing and in good standing, under the laws of its jurisdiction of organization or formation and has the requisite corporate, partnership or limited liability company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

2.2 Authority Relative to Agreement. APAC has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the APAC Merger and the other transactions contemplated hereby. The execution and delivery of this Agreement by

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17307264.3.BUSINESS

APAC and the consummation by APAC of the APAC Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of APAC, and no other corporate proceedings on the part of APAC are necessary to authorize the execution and delivery of this Agreement or to consummate the APAC Merger and the other transactions contemplated hereby (other than, with respect to the APAC Merger, the filing of the respective Articles of Merger with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania and the Secretary of State of the State of Illinois). This Agreement has been duly and validly executed and delivered by APAC and, assuming the due authorization, execution and delivery by Customer Management, this Agreement constitutes a legal, valid and binding obligation of APAC, enforceable against APAC in accordance with its terms (except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights, and to general equitable principles).

2.3 No Other Representations and Warranties. Except for the representations and warranties contained in this Article II, neither APAC nor any other person on behalf of APAC makes any express or implied representation or warranty with respect to APAC or with respect to its business, operations or condition. Except as otherwise set forth in this Agreement, neither APAC nor any other person will have or be subject to any liability or indemnification obligation to Customer Management or any other person resulting from the distribution or failure to distribute to Customer Management, or Customer Management's use of, any such information, including any information, documents, projections, forecasts or other material made available to Customer Management in certain "data rooms" or management presentations in expectation of the transactions contemplated by this Agreement, unless any such information is a subject of a representation or warranty contained in this Article II.

### ARTICLE III. REPRESENTATIONS AND WARRRANTIES OF CUSTOMER MANAGEMENT

Customer Management hereby represents and warrants to APAC that:

3.1 Organization and Qualification; Subsidiaries. Customer Management is a corporation or legal entity duly organized or formed, validly existing and in good standing, under the laws of its jurisdiction of organization or formation and has the requisite corporate, partnership or limited liability company power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

3.2 Authority Relative to Agreement. Customer Management has all necessary corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the APAC Merger and the other transactions contemplated hereby. The execution and delivery of this Agreement by Customer Management and the consummation by Customer Management of the APAC Merger and the other transactions contemplated hereby have been duly and validly authorized by all necessary corporate action on the part of Customer Management, and no other corporate proceedings on the part of Customer Management are necessary to authorize the execution and delivery of this Agreement or to consummate the APAC Merger and the other transactions contemplated hereby (other than, with respect to the APAC Merger, the filing of the respective Articles of Merger with the Secretary of the Commonwealth of the Commonwealth of Pennsylvania and the Secretary of State of the State of Illinois). This Agreement has been duly and validly executed and delivered by Customer Management and, assuming the due authorization, execution and delivery by APAC, this Agreement constitutes a legal, valid and binding obligation of Customer Management, enforceable against Customer Management in accordance with its terms (except as such enforceability may be limited by bankruptcy,

insolvency, fraudulent transfer, reorganization, moratorium and other similar laws of general applicability relating to or affecting creditor's rights, and to general equitable principles).

3.3 No Other Representations and Warranties. Except for the representations and warranties contained in this Article III, neither Customer Management nor any other person on behalf of Customer Management makes any express or implied representation or warranty with respect to Customer Management or with respect to its business, operations or condition. Except as otherwise set forth in this Agreement, neither Customer Management nor any other person will have or be subject to any liability or indemnification obligation to APAC or any other person resulting from the distribution or failure to distribute to APAC, or APAC's use of, any such information, including any information, documents, projections, forecasts or other material made available to APAC in certain "data rooms" or management presentations in expectation of the transactions contemplated by this Agreement, unless any such information is a subject of a representation or warranty contained in this Article III.

#### **ARTICLE IV. CONDITIONS TO THE MERGER**

4.1 Conditions to the Obligations of Each Party. The obligations of each Party to consummate the APAC Merger are subject to the satisfaction or waiver by the Parties of the following condition:

(a) no Governmental Authority shall have enacted, issued, promulgated, enforced or entered any Law or Order which is then in effect and has the effect of making the APAC Merger, illegal or otherwise restraining, enjoining or prohibiting the consummation of the APAC Merger.

4.2 Conditions to the Obligations of Customer Management. The obligations of Customer Management to consummate the APAC Merger are subject to the satisfaction or waiver by Customer Management of the following further conditions:

(a) each of the representations and warranties of APAC contained in this Agreement shall be true and correct in all respects as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such date); and

(b) APAC shall have performed or complied in all material respects with all material agreements and covenants required by this Agreement to be performed or complied with by them on or prior to the Effective Time.

4.3 Conditions to the Obligations of APAC. The obligations of APAC to consummate the APAC Merger are subject to the satisfaction or waiver by APAC of the following further conditions:

(a) each of the representations and warranties of Customer Management contained in this Agreement shall be true and correct in all respects as though made on and as of such date (except to the extent expressly made as of an earlier date, in which case as of such date); and

(b) Customer Management shall have performed or complied in all material respects with all material agreements and covenants required by this Agreement to be performed or complied with by it on or prior to the Effective Time.

#### **ARTICLE V. TERMINATION, AMENDMENT AND WAIVER**

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17307264.3.BUSINESS

Certification#: 10421222-1 Page 8 of 13

**TRADEMARK  
REEL: 005823 FRAME: 0870**

5.1 Termination. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated and abandoned at any time prior to the filing of the Articles of Merger, as follows:

(a) by mutual written consent of each of Customer Management and APAC;

(b) by either Customer Management or APAC, if (i) the Effective Time shall not have occurred on or before December 31, 2012 (the "*Termination Date*") and (ii) the Party seeking to terminate this Agreement pursuant to this Section 5.1(b) shall not have breached in any respect its obligations under this Agreement in any manner that shall have been the primary cause of the failure to consummate the APAC Merger on or before such date;

(c) by either Customer Management or APAC, if any Governmental Authority of competent jurisdiction shall have issued an Order or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement, and such Order or other action shall have become final and non-appealable; provided that the party seeking to terminate this Agreement pursuant to this Section 5.1(c) shall have used its reasonable best efforts to remove such Order or other action;

(d) by Customer Management, if APAC shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements set forth in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 4.2(a) or Section 4.2(b) and (ii) cannot be cured on or before the Termination Date or, if curable, is not cured by APAC within 5 days of receipt by APAC of written notice of such breach or failure; provided, that Customer Management is not then in breach of the Agreement such that any of the conditions set forth in Section 4.3(a) or Section 4.3(b) would not be satisfied; or

(e) by APAC, if Customer Management shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements set forth in this Agreement, which breach or failure to perform (i) would result in a failure of a condition set forth in Section 4.3(a) or Section 4.3(b) and (ii) cannot be cured on or before the Termination Date or, if curable, is not cured by Customer Management within 5 days of receipt by Customer Management of written notice of such breach or failure; provided, that APAC is not then in breach of the Agreement such that any of the conditions set forth in Section 4.2(a) or Section 4.2(b) would not be satisfied.

(f) Effect of Termination. If this Agreement is terminated pursuant to Section 6.1, this Agreement shall become void and of no effect without liability of any party (or any stockholder, director, officer, employee, agent, consultant or representative of such party) to the other party hereto; provided that, except as otherwise provided in this Agreement, if such termination shall result from the breach by either party of this Agreement, such party shall be fully liable for any and all liabilities and damages incurred or suffered by the other party as a result of such breach. The provisions of this Section 5.2, Section 6.4 and Section 6.6 shall also survive any termination hereof pursuant to Section 5.1.

#### ARTICLE VI MISCELLANEOUS

6.1 Defined Terms. As used in this Agreement, the terms below shall have the meanings specified below:

(a) "*Affiliate*" means, with respect to any individual or entity, any other individual or entity directly or indirectly controlling, controlled by or under common control with such individual or entity.

(b) "*Governmental Authority*" means any United States (federal, state, local or municipal) or foreign government or political subdivision, or any governmental or quasi-governmental, regulatory, judicial or administrative authority, agency, commission or body or self-regulatory organization.

(c) "*Law*" means any and all laws, statutes, rules, regulations, principles of common law, requirements, resolutions, standard, guidance, policy, orders, awards, judgments or decrees promulgated by any Governmental Authority.

(d) "*Order*" shall mean any award decree, order, judgment, preliminary or permanent injunction, settlement, regulatory restriction, temporary restraining order or other order in any suit or proceeding by or with any Governmental Authority.

6.2 Notices. All notices provided for or permitted hereunder shall be made in writing by hand-delivery, registered or certified first-class mail, facsimile or air courier guaranteeing overnight delivery to the other party at the following addresses (or at such other address as shall be given in writing by any party to the others in accordance herewith):

If to Customer Management, to:

APAC Customer Management, Inc.  
c/o Expert Global Solutions, Inc.  
507 Prudential Road  
Horsham, Pennsylvania 19044  
Attention: President  
Facsimile: (215) 441-2185

If to APAC, to:

APAC Customer Services, Inc.  
c/o Expert Global Solutions, Inc.  
507 Prudential Road  
Horsham, Pennsylvania 19044  
Attention: President  
Facsimile: (215) 441-2185

All such notices shall be deemed to have been duly given: when delivered by hand, if personally delivered; five business days after being deposited in the mail, postage prepaid, if mailed; when transmission confirmation is received, if faxed; and on the next business day, if timely delivered to an air courier guaranteeing overnight delivery.

6.3 Counterparts; Effectiveness. This Agreement may be executed in two or more counterparts (including by facsimile or portable document format), each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument, and shall

become effective when one or more counterparts have been signed by each of the parties and delivered (by telecopy or otherwise) to the other parties.

6.4 Expenses. All expenses incurred in connection with this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses.

6.5 Availability of Merger Agreement. An original or attested copy of this Agreement will be kept on file at the principal executive office of the Surviving Corporation.

6.6 Governing Law; Jurisdiction. The validity, performance, construction and effect of this Agreement shall be governed by and construed in accordance with the internal law of the State of Commonwealth of Pennsylvania, without giving effect to principles of conflicts of law. ANY ACTION OR PROCEEDING AGAINST THE PARTIES RELATING IN ANY WAY TO THIS AGREEMENT MAY BE BROUGHT EXCLUSIVELY IN THE COURTS OF THE COMMONWEALTH OF PENNSYLVANIA OR (TO THE EXTENT SUBJECT MATTER JURISDICTION EXISTS THEREFOR) THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA, AND THE PARTIES IRREVOCABLY SUBMIT TO THE JURISDICTION OF BOTH SUCH COURTS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING. ANY ACTIONS OR PROCEEDINGS TO ENFORCE A JUDGMENT ISSUED BY ONE OF THE FOREGOING COURTS MAY BE ENFORCED IN ANY JURISDICTION.

6.7 Assignment; Binding Effect. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other parties. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6.8 Severability. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

6.9 Entire Agreement; No Third-Party Beneficiaries. This Agreement constitutes the entire agreement, and supersedes all other prior agreements and understandings, both written and oral, between the parties, or any of them, with respect to the subject matter hereof and thereof and is not intended to and shall not confer upon any person other than the parties hereto any rights or remedies hereunder.

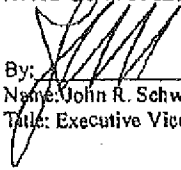
6.10 Amendments; Waivers. At any time prior to the filing of the Articles of Merger, any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by all of the Parties or, in the case of a waiver, by the party against whom the waiver is to be effective. Notwithstanding the foregoing, no failure or delay by any Party in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise of any other right hereunder.

6.11 Headings. Headings of the Articles and Sections of this Agreement are for convenience of the parties only and shall be given no substantive or interpretive effect whatsoever.

[SIGNATURE PAGES FOLLOW]

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

APAC CUSTOMER SERVICES, INC.

By:   
Name: Jolin R. Schwab  
Title: Executive Vice President

APAC CUSTOMER MANAGEMENT, INC.

By: \_\_\_\_\_  
Name: Joshua Gindin  
Title: Secretary

{Signature Page to APAC Merger Agreement}




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

**APAC CUSTOMER SERVICES, INC.**

By: \_\_\_\_\_  
Name: John R. Schwab  
Title: Executive Vice President

**APAC CUSTOMER MANAGEMENT, INC.**

By:   
Name: Joshua Gindin  
Title: Secretary

*[Signature Page to APAC Merger Agreement]*