

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397150

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Administrative Agent		08/31/2016	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Portfolio Recovery Associates, Inc. (now known as PRA Group, Inc.)		
<b>Street Address:</b>	120 CORPORATE BLVD		
<b>City:</b>	NORFOLK		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23502		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4445062	LIFECREDIT	
<b>Registration Number:</b>	4525254	LIFECREDIT ASSISTING WITH LIFE'S CREDIT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<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>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC		
<b>Address Line 1:</b>	3015 CARRINGTON MILL BOULEVARD		
<b>Address Line 2:</b>	SUITE 400		
<b>Address Line 4:</b>	MORRISVILLE, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	017625.4802		
<b>NAME OF SUBMITTER:</b>	John E. Slaughter, III.		
<b>SIGNATURE:</b>	/jes/		
<b>DATE SIGNED:</b>	09/01/2016		
<b>Total Attachments: 3</b>			
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**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of August **31**, 2016 ("Release"), is made by Bank of America, N.A., as Administrative Agent ("Administrative Agent") pursuant to that certain Credit Agreement dated as of December 19, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Credit Agreement"), in favor of Portfolio Recovery Associates, Inc. (now known as PRA Group, Inc.), a Delaware corporation ("Grantor").

**WHEREAS**, pursuant to that certain Security Agreement dated as of December 19, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Grantor, Administrative Agent, and others party thereto, and the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office ("USPTO") on January 16, 2013 at Reel 4943 Frame 0989 ("Notice"), Grantor granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in any and all right, title and interest of Grantor in and to all Trademarks, Trademark Licenses, and Proceeds of the foregoing (collectively, the "Trademark Collateral").

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Grantor agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

**SECTION 2. Termination and Release.** Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien upon and continuing security interest in, and right to set off against, any and all right, title and interest of Grantor in and to solely the Trademark Collateral listed on Schedule A attached hereto (the "Specified Collateral"), granted pursuant to the Security Agreement or Notice; and

(b) authorizes the recordation of this Release with the USPTO at Grantor's expense.

**SECTION 3. Representations and Warranties; No Default or Event of Default.** The Grantor hereby represents and warrants that (a) the disposition of the Specified Collateral is permitted under the Credit Agreement and (b) no Default or Event of Default has occurred and is continuing or would result from the disposition of the Specified Collateral. The Grantor acknowledges and agrees that any representation or warranty made in this Release that is false or misleading in any material respect shall be an Event of Default under the Credit Agreement.

**SECTION 4. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Administrative Agent, on behalf of the Secured Parties, has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By: Christine Trotter  
Name: Christine Trotter  
Title: Assistant Vice President

Acknowledged and Agreed  
as of the date first written above:

Portfolio Recovery Associates, Inc. (now known as PRA Group, Inc.)

By: P. Kent McCammon  
Name: P. Kent McCammon  
Title: SVP CORPORATE DEVELOPMENT

Schedule A

U.S. Trademark Subject to Security Interest  
Granted by Portfolio Recovery Associates, Inc.  
In Favor of Bank of America, N.A., as Administrative Agent  
Recorded January 16, 2013 at Reel 4943 Frame 0989

Trademark Registration

Mark	Reg. No.	Reg. Date
LIFECREDIT	4445062	12/03/13

U.S. Trademark Not Subject to Security Interest Recorded at USPTO

Trademark Registration

Mark	Reg. No.	Reg. Date
LIFECREDIT ASSISTING WITH LIFE'S CREDIT NEEDS	4525254	05/06/14

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