

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415579

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRA Group, Inc.		01/24/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Government Revenue Solutions Holdings LLC		
Street Address:	600 Beacon Parkway West		
Internal Address:	Suite 900		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35209		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4189408	PRA GOVERNMENT SERVICES, LLC	
Registration Number:	4049127	RDS REVENUE DISCOVERY SYSTEMS RAISE REVE	
Registration Number:	3908160	M MUNISERVICES	
Registration Number:	3903828	BPA	
Registration Number:	3721619	SMART GOVERNMENT	
Registration Number:	3417611	RDS REVENUE DISCOVERY SYSTEMS	
Registration Number:	3162613	RAISE REVENUE, NOT TAXES	
Registration Number:	2525883	MUNISOLUTIONS	
Registration Number:	4785919	MUNISERVICES	
Registration Number:	4795018	M MUNISERVICES DISCOVER. RECOVER. PROSPE	
Registration Number:	4885245	EZ TRANSPARENCY	
Registration Number:	4885262	EZTRANSPARENCY	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<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:	214-981-3483		
Email:	dclark@sidley.com		

CH \$315.00 4189408

Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 2021 McKinney Ave., Suite 2000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 25577-10150

NAME OF SUBMITTER: Dusan Clark

SIGNATURE: /Dusan Clark/

DATE SIGNED: 02/09/2017

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the "**Assignment**"), dated as of January 24, 2017, is by and between PRA Group, Inc., a Delaware corporation, with its principal place of business located at 120 Corporate Boulevard, Norfolk, VA 23502, ("**Assignor**") and Government Revenue Solutions Holdings LLC, a Delaware limited liability company, with its principal place of business located at 600 Beacon Parkway West, Suite 900, Birmingham, AL 35209 ("**Assignee**").

WHEREAS, Assignor and Assignee have entered into a Membership Interest Purchase Agreement, dated as of the date hereof (the "**Agreement**"), pursuant to which Assignor is selling all of the issued and outstanding membership interests of Government Revenue Solutions, LLC, a Delaware limited liability company, MuniServices, LLC, a Delaware limited liability company and eGov Solutions, LLC, a Virginia limited liability company (which owns all of the issued and outstanding membership interests of RamWare, LLC, free and clear of all Liens, except for any restrictions on sales of securities under applicable securities laws or set forth in the Organizational Documents of RamWare, LLC) (collectively, the "**Target Companies**") to Assignee, and the IP Assets (as defined below) to Assignee; and

WHEREAS, capitalized terms used but not defined herein have the meanings given such terms in the Agreement; and

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A, B and C (the "**IP Assets**"); and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the IP Assets, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices and Copyright Offices.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark applications set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all renewals and extensions of any such application, registration and filing; (iii) all licenses for the use of the trademarks; (iv) all income, royalties, damages, claims, and payments now or hereafter due under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and

enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the “**Assigned Trademarks**”).

2. Assignment of Patents. Effective as of date hereof, and pursuant to the Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the “**Assigned Patents**”).
3. Assignment of Copyrights. Effective as of date hereof, and pursuant to the Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) copyrights and copyright registrations set forth in Schedule C hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due to any Target Company under and with respect thereto, including, without limitation, damages, claims, and payments due to any Target Company for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the “**Assigned Copyrights**”).
4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
6. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

7. Miscellaneous. This Assignment is subject to all the terms and conditions of the Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

By: [Signature]

Its: CHIEF STRATEGY AND BUSINESS DEVELOPMENT OFFICER

Date: 01-20-17

COMMONWEALTH OF Virginia)
City) ss.
COUNTY OF Norfolk)

Before me, the undersigned authority, on this 20th day of January 2017, personally appeared Steven C Roberts known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Nancy J. Mahlmann
Notary Public



Nancy J. Mahlmann
(Signature of Notary)

Nancy J. Mahlmann
(Legibly Print or Stamp Name of Notary)

Schedule A-Trademarks

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	PRA GOVERNMENT SERVICES, LLC	85422945	9/14/2011	4189408	8/4/2012	PRA Group, Inc.; BOA SI
2.	RDS REVENUE DISCOVERY SYSTEMS RAISE REVENUE, NOT TAXES!	85289538	4/7/2011	4049127	11/1/2011	PRA Group, Inc.; BOA SI
3.	M MUNISERVICES and Design	85090196	7/22/2010	3908160	1/18/2011	PRA Group, Inc.; BOA SI
4.	BPA and Design	85046585	5/24/2010	3903828	1/11/2011	PRA Group, Inc.; BOA SI
5.	SMART GOVERNMENT and Design	77730031	5/6/2009	3721619	12/8/2009	PRA Group, Inc.; BOA SI
6.	RDS REVENUE DISCOVERY SYSTEMS	77250031	8/8/2007	3417611	4/29/2008	PRA Group, Inc.; BOA SI
7.	RAISE REVENUE, NOT TAXES	78769320	12/8/2005	3162613	10/24/2006	PRA Group, Inc.; BOA SI
8.	MUNISOLUTIONS	75864715	12/6/1999	2525883	1/1/2002	PRA Group, Inc.; BOA SI
9.	MUNISERVICES -Word Mark	86515316	1/27/2015	4785919	8/4/2015	PRA Group, Inc.
10.	MUNISERVICES DISCOVER. RECOVER. PROSPER.	86506075	1/16/2015	4795018	1/18/2015	PRA Group, Inc.
11.	EZTransparency -Design	86642476	5/27/2015	4885245	1/12/2016	PRA Group, Inc.
12.	EZTransparency - Word Mark	86645804	5/29/2015	4885262	1/12/2016	PRA Group, Inc.

Schedule B-Patents

None.

Schedule C-Copyrights

No.	Title	Reg. No.	Reg. Date	Owner
1.	Alatax revenue system.	TXu 1-273-329.	2011	Portfolio Recovery Associates, Inc.
2.	Alatax: revenue discovery systems.	TXu 1-274-373.	2011	Portfolio Recovery Associates, Inc.
3.	Broussard Partners & Associates (http://www.broussardpa.com/)	TXu001719715	2011	Portfolio Recovery Associates, Inc.
4.	MuniServices, LLC (http://www.muniservices.com/)	TXu001780629	2011	Portfolio Recovery Associates, Inc.
5.	PRA Government Services, LLC: Revenue Enhancement Network Brochures.	TXu001893970	2013	Portfolio Recovery Associates, Inc.
6.	RDS Client Reporting Portal.	TXu001879994	2013	Portfolio Recovery Associates, Inc.
7.	RDSNet.	TXu001760347	2011	Portfolio Recovery Associates, Inc.
8.	Revenue discovery systems Website text (www.revds.com): RDS.	TXu 1-276-577	2011	Portfolio Recovery Associates, Inc.

Pending Copyrights

No.	Title	App. No.	App. Date	Reg. No.	Reg. Date	Owner
1.	EzTransparency (www.eztransparency.com)	1-2886360215	11/19/2015	N/A	N/A	PRA Group, Inc.