

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434979

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America, N.A., as Administrative Agent		06/30/2017	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	PRA Group, Inc. (f/k/a Portfolio Recovery Associates, Inc.)		
Street Address:	120 Corporate Boulevard		
City:	Norfolk		
State/Country:	VIRGINIA		
Postal Code:	23502		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4385676	PLATENET	
Registration Number:	4333916	PLATE NET	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	303-291-2300		
Email:	kristimurray@perkinscoie.com		
Correspondent Name:	Lisa K. Koenig, Perkins Coie LLP		
Address Line 1:	1900 Sixteenth Street, Suite 1400		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	117346.0004		
NAME OF SUBMITTER:	Lisa K. Koenig		
SIGNATURE:	/Lisa K. Koenig/		
DATE SIGNED:	07/13/2017		
Total Attachments: 4			
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OP \$65.00 4385676

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of June 30, 2017 (“Release”), is made by BANK OF AMERICA, N.A., as administrative agent (“Administrative Agent”) pursuant to that certain Amended and Restated Credit Agreement dated as of May 5, 2017 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Credit Agreement”), in favor of PRA GROUP, INC. (f/k/a Portfolio Recovery Associates, Inc.), a Delaware corporation (“Grantor”).

WHEREAS, pursuant to that certain Amended and Restated Security Agreement dated as of May 5, 2017 (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 by and among the Grantor and Administrative Agent and 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 of Grantor’s right, title and interest in and to Trademarks.

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 Credit Agreement, 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 continuing security interest in solely Grantor’s right, title and interest in, to and under the Trademarks 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:

PRA GROUP, INC.

By: _____

Name: _____

Title: _____

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

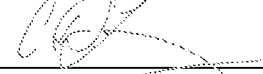
By: _____

Name: _____

Title: _____

Acknowledged and Agreed
as of the date first written above:

PRA GROUP, INC.

By:  _____

Name: Christopher D. Lagow

Title: Senior Vice President and General Counsel

Schedule A

Trademark Registrations

Mark	Reg. No.	Reg. Date
PLATENET	4385676	08/13/13
PLATE NET and Design	4333916	05/14/13