

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530313

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY - TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nationwide Credit, Inc.		07/01/2019	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	Cerberus Business Finance Agency, LLC, as Agent		
Street Address:	875 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1932669	NATIONWIDE CREDIT	
Registration Number:	3429456	NCI	
Registration Number:	4173347	NCI NATIONWIDE CREDIT, INC.	
Registration Number:	5007803	NCI	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951-1849		
NAME OF SUBMITTER:	Scott Kareff (014951-1849)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	07/02/2019		
Total Attachments: 3			

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ASSIGNMENT FOR SECURITY – TRADEMARKS

July 1, 2019

WHEREAS, Nationwide Credit, Inc., a Georgia corporation (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Guaranty and Collateral Agreement, dated February 4, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Guaranty and Collateral Agreement"), in favor of Cerberus Business Finance Agency, LLC, as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Assignee"); and

WHEREAS, pursuant to the Guaranty and Collateral Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Agent and each Lender a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Guaranty and Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Assignee and the Lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto as of the date first set forth above.

NATIONWIDE CREDIT, INC.

By: Joseph E. Laughlin
Name: Joseph E. Laughlin
Title: Chief Executive Officer and President

[Assignment for Security – Trademarks]

TRADEMARK
REEL: 006685 FRAME: 0511

SCHEDULE A TO ASSIGNMENT FOR SECURITY

Assignor	Country	Trademark	Application or Registration No.	Filing Date	Registration Date
Nationwide Credit, Inc.	United States	NATIONWIDE CREDIT	1932669	4/21/1994	11/07/1995
Nationwide Credit, Inc.	United States	NCI & design	3429456	2/21/2007	5/20/2008
Nationwide Credit, Inc.	United States	NCI NATIONWIDE CREDIT, INC.	4173347	8/4/2009	7/17/2012
Nationwide Credit, Inc.	United States	NCI	5007803	12/15/2015	7/26/2016

TRADEMARK

REEL: 006685 FRAME: 0512