

08-22-2005



MRD 8/17/05 RECO TR

102986553

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Collect America, Ltd.

- Individual(s)
- General Partnership
- Corporation- State: DE
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Freeport Financial LLC

Internal

Address: _____

Street Address: 500 West Monroe Street, Suite 1710

City: Chicago

State: IL

Country: USA Zip: 60661

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other DE-LLC Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) August 5, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2055196 2077288 2030606

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9870

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Kristin Brozovic
Signature

5/16/05

Date

08/23/2005 D:\YRNE 00000002 2055196

Kristin Brozovic

Total number of pages including cover sheet, attachments, and document: 8

Name of Person Signing

01 FC:0521
02 FC:0522
03 FC:0523

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment/Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

#2. Additional Receiving Party:

GMAC Commercial Finance LLC
1290 Avenue of the Americas, Third Floor
New York, NY 10104
USA

Citizenship: Delaware LLC

Nature of Conveyance: Security Agreement
Date of Execution: August 5, 2005

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 5, 2005, by COLLECT AMERICA, LTD., a Delaware corporation ("Grantor"), in favor of FREEPORT FINANCIAL LLC, a Delaware limited liability company, as term agent ("Term Agent") for the lenders ("Lenders") from time to time party to the Credit Agreement described below, and GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, as revolving agent for the Lenders ("Revolving Agent"; together with Term Agent, the "Agents").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Loan Parties, Agents and Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agents and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agents, for the benefit of Agents and the Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agents, for the benefit of Agents and the Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agents, on behalf of the Agents and the Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and


(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agents, on behalf of the Agents and the Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agents with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

COLLECT AMERICA, LTD.

By: 
Name: Timothy Dahlborg
Title: Executive VP

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003145 FRAME: 0216

ACCEPTED AND ACKNOWLEDGED BY:

FREEPORT FINANCIAL, LLC

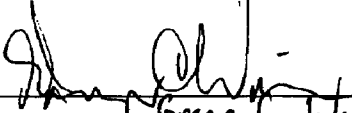
By: 

Name: CONRAD SUKREMA

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

GMAC COMMERCIAL FINANCE LLC

By: 
Name: MARC C. WEISS
Title: MANAGING DIRECTOR

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Serial Number	Reg. Number	Word Mark	Owner	Jurisdiction
75109744	2055196	Collect America (Typed Drawing)	Collect America, Ltd.	USPTO
75109743	2077288	Collect America (Eagle Design Plus Words, Letters and/or Numbers)	Collect America, Ltd.	USPTO
74526997	2030606	Collect America (Typed Drawing)	Collect America, Ltd.	USPTO

OC/384821.1

RECORDED: 08/17/2005

TRADEMARK
REEL: 003145 FRAME: 0219