

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Legal Recovery Solutions, LLC		09/29/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	10 South Dearborn, 7th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3414558	BSI ESOLUTIONS	
<b>Serial Number:</b>	78741072	COGENT	
<b>Serial Number:</b>	78741129	COGENT	
<b>Serial Number:</b>	78741148	COGENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(734)623-1625		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(734) 623-1678		
<b>Email:</b>	nhudge@dickinsonwright.com		
<b>Correspondent Name:</b>	Nora Hudge, Paralegal		
<b>Address Line 1:</b>	301 East Liberty, Suite 500		
<b>Address Line 2:</b>	Dickinson Wright, PLLC		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>ATTORNEY DOCKET NUMBER:</b>	7-4120		

**OP \$115.00 3414558**

NAME OF SUBMITTER:	Nora Hudge, Paralegal
Signature:	/Nora Hudge/
Date:	10/06/2010
<b>Total Attachments: 5</b> source=JPMorgan-LRS TM Security Agreement#page1.tif source=JPMorgan-LRS TM Security Agreement#page2.tif source=JPMorgan-LRS TM Security Agreement#page3.tif source=JPMorgan-LRS TM Security Agreement#page4.tif source=JPMorgan-LRS TM Security Agreement#page5.tif	

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of September 29, 2010 by Legal Recovery Solutions, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as administrative agent (the "Administrative Agent") under the Credit Agreement referred to below.

### **Recitals**

A. Asset Acceptance Capital Corp., a Delaware corporation (the "Borrower") entered into a Credit Agreement dated as of June 5, 2007 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, the lenders party thereto from time to time (the "Lenders"), and JPMorgan Chase Bank N.A., a national banking association, as Administrative Agent for the Lenders, pursuant to which the Lenders made available to the Borrower credit facilities.

B. In connection with the Credit Agreement, the Borrower, certain Subsidiary Guarantors (as defined in the Security Agreement) and JPMorgan Chase Bank, N.A., as Administrative Agent, entered into a Subsidiary Guaranty dated as of June 5, 2007 (as amended, supplemented, restated or otherwise modified from time to time, the "Guaranty") and a Pledge and Security Agreement dated as of June 5, 2007 (as amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), pursuant to which certain Secured Obligations owed to the Lenders are guaranteed and secured.

C. In connection with the Credit Agreement, the Guaranty, and the Security Agreement, the Grantor and the Administrative Agent entered into a Joinder Agreement dated as of July 22, 2010 (the "Joinder Agreement"), pursuant to which, among other things, the Grantor unconditionally agreed to join (i) as a Subsidiary Guarantor, the Guaranty and (ii) as a Subsidiary Guarantor and Grantor, the Security Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor pledged, assigned and granted to the Administrative Agent, on behalf of and for the ratable benefit of the Secured Parties, a first-priority security interest (subject to Liens permitted by the Loan Documents) in substantially all of the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement.

E. Pursuant to the terms of the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

## Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents, the Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including without limitation, each trademark license listed on Schedule 1 attached hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 attached hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Security Agreement. Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent 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 herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

LEGAL RECOVERY SOLUTIONS, LLC

By: E. Z. Herbert  
Name: Edward L. Herbert  
Title: VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

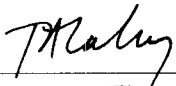
IN WITNESS WHEREOF, the Grantor has executed this Agreement as of the date first set forth above.

LEGAL RECOVERY SOLUTIONS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By:  \_\_\_\_\_  
Name: **Thomas A. Lakocy**  
Title: **Senior Vice President**

**SCHEDULE 1**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Trademark or Trademark Application</b>	<b>Trademark Application Number</b>	<b>Trademark Application Filing Date</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
Federal Registration of BSI ESolutions			3,414,558	8/21/2008
Cogent	78/741,072	10/26/2005		
Cogent & Design	78/741,129	10/26/2005		
Cogent & Design	78/741,148	10/26/2005		

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