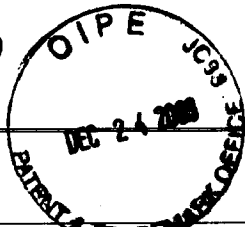


12/24/03



01-02-2004



Form PTO-1594

(Rev 6-93)

RE

102837466  
TRADEMARKS ONLY

U.S. Department of Commerce

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Transworld Systems Inc.  
OSI Support Services, Inc.

- Individual(s)
- General Partnership
- Corporations
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Subsidiary Trademark Security Agreement
- Merger
- Change of Name

Execution Date: December 9, 2003

2. Name and address of receiving party(ies):

Name: Credit Suisse First Boston, Cayman Islands Branch, as Administrative Agent

Internal Address: Fifth Floor

Street Address: Eleven Madison Avenue

City: New York State: NY ZIP: 10010

Country: U.S.A.

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Bank

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)

Additional name(s) & Address(es) attached?  Yes  No

4. Application number(s) or trademark number(s):

If this document is being filed together with a new application, the execution date of the application is \_\_\_\_\_

A. Trademark Application No.(s)

See attached

B. Trademark No.(s)

See attached

Additional numbers attached  Yes  No

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

Name: Nora A. Whitescarver  
Internal Address: Mayer Brown, Rowe & Maw

Street Address: 1909 K Street, NW

City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 29

7. Total fee (37 CFR 3.41): \$740.00

Enclosed (Check No 2830)

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nora A. Whitescarver  
Name of Person Signing

Nora A. Whitescarver  
Signature

December 24, 2003  
Date

Total number of pages comprising cover sheet and document attachments: 14

12/31/2003 ECOOPER 00000018 2550057

01 FC:0521  
02 FC:0522

40.00 OP  
700.00 OP

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TRADEMARK  
REEL: 002893 FRAME: 0482

SCHEDULE I  
to Subsidiary Trademark Security Agreement  
(TRANSWORLD SYSTEMS INC.)

Item A. Trademarks

GREENFLAG CHECK GUARANTEE & Design has been registered as a service mark of Transworld Systems Inc. on the principal register of the United States Patent and Trademark Office (Reg. No. 2,550,057).

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Mark	Registration Number	Reg. Date
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The letters "TSI" and with a globe outline design	1,312,617	01/01/85
The letters "CMS" surrounded by globe outline design	1,473,504	01/19/88
The word "TSI"	1,726,248	10/20/92
The word "Transmittal" in blue rectangular background	1,776,763	06/15/93
The word "CDIS"	1,783,991	07/27/93
The word "CMS"	1,837,042	05/17/94
The words "TSI TRANSWORLD SYSTEMS" and globe outline design	296,845 Canada	11/09/84
The words "TRANSWORLD SYSTEMS"	296,846 Canada	11/09/84
The word "CMS CREDIT MANAGEMENT SERVICES" and globe outline design	297,823 Canada	12/07/84
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The words "Transworld Systems Inc." ("Inc." is disclaimed apart from the mark as a whole)	18623 California	01/20/84
The letters "TSI"	18640 California	01/24/84

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The word "Transmittal"	35791 California	12/26/89
The word "Transmittal" (Inactive/Not Renewed)	19851016532 Colorado	10/10/79
The word "Transmittal"	048182 Illinois	10/12/79
The word "Transmittal"	S5359 New York	11/16/79
The word "Transmittal"	15866 Oklahoma	10/11/79
The word "Transmittal" (Stylized)	11517 Washington	10/11/79

Item B.

None.

SCHEDULE I  
to Subsidiary Trademark Security Agreement  
(OSI SUPPORT SERVICES, INC.)

Item A. Trademarks

Registered Trademarks

PAYCO & DESIGN (Reg. No. 2,044,559)  
JENNIFER LOOMIS & ASSOCIATES, INC. (Reg. No. 1,791,840)  
JLA & DESIGN (Reg. No. 1,780,531)  
JLA (Reg. No. 1,780,529)  
PAYCO (Reg. No. 1,750,367)  
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SELECT (Reg. No. 1,852,560)  
MAS & DESIGN (Reg. No. 1,758,668)  
UAS EXCELLENCE SINCE 1969 & DESIGN (Reg. No. 1,621,599)  
UAS (Reg. No. 1,621,598)  
UAS & DESIGN (Reg. No. 1,612,308)  
UAS (Reg. No. 1,612,307)  
CHECKBACK (Reg. No. 1,580,533)  
ZERO LOSS (Reg. No. 1,467,800)  
PACS (Reg. No. 1,335,922)  
QUALINK (Reg. No. 2,183,354)  
IMPACT (Reg. No. 1,429,516)

(these trademarks may no longer be used)

Item B.

None.

SUBSIDIARY TRADEMARK SECURITY AGREEMENT

This SUBSIDIARY TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 9, 2003, is made among TRANSWORLD SYSTEMS INC., a California corporation, OSI SUPPORT SERVICES, INC., a Wisconsin corporation (each a "Grantor", and collectively, the "Grantors"), and CREDIT SUISSE FIRST BOSTON, CAYMAN ISLANDS BRANCH, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 9, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Outsourcing Solutions, Inc., as the Borrower, the various financial institutions and other Persons as are or may become parties thereto (collectively, the "Lenders"), Credit Suisse First Boston, Cayman Islands Branch, as the Syndication Agent, the Lead Arranger, the Sole Book Running Manager and the Administrative Agent, the Lenders and the Issuer have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered that certain Subsidiary Pledge and Security Agreement, dated as of December 9, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Subsidiary Security Agreement");

WHEREAS, as a condition precedent to the making of the Credit Extensions under the Credit Agreement and pursuant to clause (e) of Section 4.6 of the Subsidiary Security Agreement, each Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce (i) the Lenders and the Issuer to make Credit Extensions to the Borrower pursuant to the Credit Agreement and (ii) the Secured Parties to enter into Rate Protection Agreements, each Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Subsidiary Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, each Grantor does hereby mortgage, pledge and hypothecate to the Administrative Agent, and grant to

the Administrative Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I attached hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing (but excluding any intent-to-use trademark applications to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to such Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I attached hereto; and

(c) all proceeds of, and rights associated with, the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license.

Notwithstanding the foregoing, "Trademark Collateral" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents as to which the grant of a security interest would constitute a violation of a valid and enforceable restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained.

**SECTION 3. Subsidiary Security Agreement.** This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the benefit of each Secured Party under the Subsidiary Security Agreement. The Subsidiary Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Release of Security Interest.** Upon (i) the sale, transfer or other disposition of any Trademark Collateral in accordance with the Credit Agreement or (ii) the Termination Date, the Administrative Agent shall, at the applicable Grantor's expense, execute and deliver to

such Grantor all instruments and other documents as may be necessary or proper to release the Lien on the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Subsidiary Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


TRANSWORLD SYSTEMS INC.  
OSI SUPPORT SERVICES, INC.

By: *Gary L. Water*  
Name: *Gary L. Water*  
Title: *Authorized Signatory*

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CREDIT SUISSE FIRST BOSTON, CAYMAN  
ISLANDS BRANCH,  
as Administrative Agent

By:   
Title: **Didier Siffer**

**Director**  
By:   
Name:  
Title: Michael Criscito  
Director

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SCHEDULE I  
to Subsidiary Trademark Security Agreement  
(TRANSWORLD SYSTEMS INC.)

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