

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|------------------------------------|----------|----------------|--------------------------------------|
| Outsourcing Solutions Inc | | 06/17/2005 | CORPORATION: DELAWARE |
| Transworld Systems Inc | | 06/17/2005 | CORPORATION: CALIFORNIA |
| OSI Support Services, Inc. | | 06/17/2005 | CORPORATION: WISCONSIN |
| University Accounting Service, LLC | | 06/17/2005 | Limited Liability Company: WISCONSIN |
| OSI Collection Services, Inc. | | 06/17/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | CREDIT SUISSE, CAYMAN ISLANDS BRANCH, AS ADMINISTRATIVE AGENT |
| Street Address: | Eleven Madison Ave. |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10010 |
| Entity Type: | Bank: |

PROPERTY NUMBERS Total: 27

| Property Type | Number | Word Mark |
|----------------------|---------|---------------------------------------|
| Registration Number: | 2466315 | MAKING CASH FLOW |
| Registration Number: | 2402808 | OSI |
| Registration Number: | 2853399 | OSI STRATEGIC RECEIVABLES OUTSOURCING |
| Registration Number: | 2550057 | GREENFLAG CHECK GUARANTEE |
| Registration Number: | 2640946 | GREENFLAG |
| Registration Number: | 2701216 | GREENFLAG PROFIT RECOVERY |
| Registration Number: | 2621256 | TRANSWORLD SYSTEMS |
| Registration Number: | 1312616 | TRANSWORLD SYSTEMS INC. |
| Registration Number: | 1473504 | CMS |
| Registration Number: | 1726248 | TSI |

OP \$690.00 2466315

| | | |
|----------------------|---------|------------------------------------|
| Registration Number: | 1783991 | CDIS |
| Registration Number: | 2044559 | PAYCO |
| Registration Number: | 1791840 | JENNIFER LOOMIS & ASSOCIATES, INC. |
| Registration Number: | 1780531 | JLA |
| Registration Number: | 1780529 | JLA |
| Registration Number: | 1750367 | PAYCO |
| Registration Number: | 1928834 | SELECT |
| Registration Number: | 1852560 | SELECT |
| Registration Number: | 1758668 | MAS |
| Registration Number: | 1621599 | UAS EXCELLENCE SINCE 1969 |
| Registration Number: | 1621598 | UAS |
| Registration Number: | 1580533 | CHECKBACK |
| Registration Number: | 1467800 | ZERO LOSS |
| Registration Number: | 2183354 | QUALINK |
| Registration Number: | 1429516 | IMPACT |
| Registration Number: | 2306812 | OSI |
| Registration Number: | 2916543 | OSI |

CORRESPONDENCE DATA

Fax Number: (312)701-7711
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-701-7237
Email: cdore@mayerbrownrowe.com
Correspondent Name: Christopher Dore
Address Line 1: 71 South Wacker Drive
Address Line 2: Mayer Brown Rowe & Maw LLP
Address Line 4: Chicago, ILLINOIS 60606-4637

| | |
|--------------------|--------------------|
| NAME OF SUBMITTER: | Christopher Dore |
| Signature: | /Christopher Dore/ |
| Date: | 06/29/2005 |

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 17, 2005, is made among OUTSOURCING SOLUTIONS INC., a Delaware corporation, TRANSWORLD SYSTEMS INC., a California corporation, OSI SUPPORT SERVICES, INC., a Wisconsin corporation, UNIVERSITY ACCOUNTING SERVICES, LLC, a Wisconsin limited liability company, OSI COLLECTION SERVICES, INC., a Delaware corporation (each a "Grantor", and collectively, the "Grantors"), and CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties;

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of June 17, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the various financial institutions and other Persons as are or may become parties thereto (collectively, the "Lenders"), Credit Suisse, Cayman Islands Branch, as the Syndication Agent, the Lead Arranger, the Sole Book Runner and the Administrative Agent, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, each Grantor has executed and delivered a Pledge and Security Agreement, dated as of June 17, 2005 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the 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 Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, and hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by such Grantor (the "Trademark Collateral"):

(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 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, 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 hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) 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, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

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. 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 ratable benefit of each other Secured Party under the Security Agreement. The 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 Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the applicable Grantor's sole expense, deliver to such Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral of such Grantor held by the Administrative Agent hereunder, and execute and deliver to such Grantor such Documents as such Grantor shall reasonably request to evidence such termination.

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 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. 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 thereof, including Article X thereof.

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.

OUTSOURCING SOLUTIONS INC.

By: Barry Wellen
Name: Gary L. Walker
Title: Executive Vice President and Chief Financial Officer

TRANSWORLD SYSTEMS INC.
OSI SUPPORT SERVICES, INC.
UNIVERSITY ACCOUNTING SERVICE, LLC
OSI COLLECTION SERVICES, INC.

By: Barry Wellen
Name: Gary L. Walker
Title: Authorized Signatory

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH,
as Administrative Agent

By: _____

Title: VANESSA GOMEZ
VICE PRESIDENT

By: _____

Name: DAVID DODD
Title: VICE PRESIDENT

SCHEDULE I
to Trademark Security Agreement
(OUTSOURCING SOLUTIONS INC.)

Item A. Trademarks

REGISTERED TRADEMARKS

| <u>GRANTOR</u> | <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|----------------------------|----------------|--|-------------------------|--------------------------|
| Outsourcing Solutions Inc. | United States | MAKING CASH FLOW | 2,466,315 | 7/3/2001 |
| Outsourcing Solutions Inc. | United States | OSI & Design | 2,402,808 | 11/7/2000 |
| Outsourcing Solutions Inc. | United States | OSI STRATEGIC RECEIVABLES OUTSOURCING (Stylized) | 2,853,399 | 6/15/2004 |
| Outsourcing Solutions Inc. | United States | OSI | 2,916,543 | 1/4/2005 |

Pending Trademark Applications

| <u>GRANTOR</u> | <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>SERIAL NO.</u> | <u>FILING DATE</u> |
|----------------------------|----------------|--|-------------------|--------------------|
| Outsourcing Solutions Inc. | Canada | OSI STRATEGIC RECEIVABLES OUTSOURCING (Stylized) | 1,162,616 | 12/17/2002 |

Item B.

None.

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

Item A. Trademarks

| <u>GRANTOR</u> | <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> | <u>REGISTRATION DATE</u> |
|----------------------------|------------------|--|-----------------------------|------------------------------|
| Transworld Systems Inc. | United States | GREENFLAG CHECK GUARANTEE & DESIGN | 2,550,057 | 3/19/2002 |
| Transworld Systems Inc. | United States | GREENFLAG & DESIGN | 2,640,946 | 10/22/2002 |
| Transworld Systems Inc. | United States | GREENFLAG PROFIT RECOVERY & DESIGN | 2,701,216 | 3/25/2003 |
| Transworld Systems Inc. | Canada | GREENFLAG PROFIT RECOVERY (and Design) | 601,749 | 2/10/2004 |
| Transworld Systems Inc. | United States | TRANSWORLD SYSTEMS (Stylized) | 2,621,256 | 9/17/2002 |
| Transworld Systems Inc. | United States | The words "TRANSWORL D SYSTEMS INC." | 1,312,616 | 1/1/1985 |
| Transworld Systems Inc. | United States | The letters "CMS" surrounded by globe outline design | 1,473,504 | 1/19/1988 |
| Transworld Systems Inc. | United States | The word "TSI" | 1,726,248 | 10/20/1992 |
| Transworld | United | The word "CDIS" | 1,783,991 | 7/27/1993 |

NCDB01 40119103

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| Systems Inc. | States | | | |
| Transworld Systems Inc. | Canada | The word "TSI" and globe outline design | 296,845 | 6/8/1999 |
| Transworld Systems Inc. | Canada | The words "TRANSWORLD SYSTEMS" | 296,846 | 6/8/1999 |
| Transworld Systems Inc. | Canada | The word "CMS" and globe outline design | 297,823 | 6/23/1999 |
| Transworld Systems Inc. | United States—California | The words "Credit Management Services" | 9163 | 10/10/1980 |
| Transworld Systems Inc. | United States—California | The words "Transworld Systems Inc." (Inc. is disclaimed apart from the mark as a whole) | 18623 | 1/20/1984 |
| Transworld Systems Inc. | United States—California | The letters "TSI" | 18640 | 1/24/1984 |
| Transworld Systems Inc. | United States—California | The word "CMS" surrounded by globe outline design | 29982 | 8/7/1987 |
| Transworld Systems Inc. | United States—California | The word "Transmittal" | 35791 | 12/26/1989 |
| Transworld Systems Inc. | United States—Colorado | The word "Transmittal" | 19851016532 | 10/10/1979 |

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|----------------------------|---------------------------------|---|---------|------------|
| Transworld Systems Inc. | United States— New York | The word “Transmittal” | S-16775 | 9/27/1999 |
| Transworld Systems Inc. | United States— Oklahoma | The word “Transmittal” | 30350 | 10/11/1979 |
| Transworld Systems Inc. | United States— Washington | The word “Transmittal” (Stylized) | 11517 | 10/11/1979 |

(NOTE THAT SOME OF THE ABOVE TRADEMARKS MAY NO LONGER BE USED.)

Pending Trademark Applications

| <u>GRANTOR</u> | <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>SERIAL NO.</u> | <u>FILING DATE</u> |
|----------------------------|-------------------------------|---------------------------|--|---|
| Transworld Systems Inc. | United States— Illinois | The word “Transmittal” | Former Registration Number 048182 | Originally filed 10/12/1979, subsequently cancelled, and new application submitted 6/2005 |

Item B.

None.

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

Item A. Trademarks

| <u>GRANTOR</u> | <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> |
|----------------------------|----------------|------------------------------------|-----------------------------|
| OSI Support Services, Inc. | United States | PAYCO & DESIGN | 2,044,559 |
| OSI Support Services, Inc. | United States | JENNIFER LOOMIS & ASSOCIATES | 1,791,840 |
| OSI Support Services, Inc. | United States | JLA & DESIGN | 1,780,531 |
| OSI Support Services, Inc. | United States | JLA | 1,780,529 |
| OSI Support Services, Inc. | United States | PAYCO | 1,750,367 |
| OSI Support Services, Inc. | United States | SELECT & DESIGN | 1,928,834 |
| OSI Support Services, Inc. | United States | SELECT | 1,852,560 |
| OSI Support Services, Inc. | United States | MAS & DESIGN | 1,758,668 |
| OSI Support Services, Inc. | United States | UAS EXCELLENCE SINCE 1969 & DESIGN | 1,621,599 |
| OSI Support Services, Inc. | United States | UAS | 1,621,598 |
| OSI Support Services, Inc. | United States | CHECKBACK | 1,580,533 |
| OSI Support Services, Inc. | United States | ZERO LOSS | 1,467,800 |
| OSI Support Services, Inc. | United States | QUALINK | 2,183,354 |

(NOTE THAT SOME OF THE ABOVE TRADEMARKS MAY NO LONGER BE USED.)

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

Item B.

None.

SCHEDULE I
to Trademark Security Agreement
(UNIVERSITY ACCOUNTING SERVICE, LLC)

Item A. Trademarks

REGISTERED TRADEMARKS

| <u>GRANTOR</u> | <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> |
|-----------------------|-----------------------|-------------------------|------------------------------------|
|-----------------------|-----------------------|-------------------------|------------------------------------|

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|----------------------------------|------------------|--------|-----------|
| OSI Support Services, Inc. | United States | IMPACT | 1,429,516 |
|----------------------------------|------------------|--------|-----------|

Item B.

None.

SCHEDULE I
to Security Agreement
(OSI COLLECTION SERVICES, INC.)

Item A. Trademarks

REGISTERED TRADEMARKS

| <u>GRANTOR</u> | <u>COUNTRY</u> | <u>TRADEMARK</u> | <u>REGISTRATION NO.</u> |
|-----------------------|-----------------------|-------------------------|------------------------------------|
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| | | | |
|--|------------------|-----|-----------|
| OSI Collection Services, Inc. | United States | OSI | 2,306,812 |
|--|------------------|-----|-----------|

Item B.

None.