

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2006)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):**

Risk Management Alternatives Parent Corp.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Delaware
- Other \_\_\_\_\_

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: NCO Holdings, Inc.

Internal

Address: \_\_\_\_\_

Street Address: 507 Prudential Road

City: Horsham

State: Pennsylvania

Country: \_\_\_\_\_ Zip: 19044

- Association      Citizenship \_\_\_\_\_
- General Partnership      Citizenship \_\_\_\_\_
- Limited Partnership      Citizenship \_\_\_\_\_
- Corporation      Citizenship Delaware
- Other \_\_\_\_\_      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) 9/12/2005

- Assignment                       Merger
- Security Agreement               Change of Name
- Other \_\_\_\_\_

**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)

1,331,264 1,051,452 1,617,942 1,150,020 1,630,310

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: Timothy D. Pecsénye

Internal Address: Blank Rome LLP - 9th Floor

Street Address: One Logan Square

City: Philadelphia

State: Pennsylvania                      Zip: 19103-6998

Phone Number: 215-569-5619

Fax Number: 215-832-5619

Email Address: pecseny@blankrome.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00**

- 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 02-2555

Authorized User Name Timothy D. Pecsénye

**9. Signature:**

Signature

7/18/2006

Date

Timothy D. Pecsénye

Name of Person Signing

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

12

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$140.00 022555 1331264

**Additional Names of Conveying Parties of Assignment of Trademarks from  
Risk Management Parent Corp. to NCO Holdings, Inc.**

**Risk Management Alternatives Holdings, Inc., a Delaware corporation**  
**Risk Management Alternatives International Limited, United Kingdom**  
**Resource Recovery Consultants, Inc., a Delaware corporation**  
**RMA Intermediate Holdings Corporations, a Delaware corporation**  
**RMA Management Services, Inc., an Ohio corporation**  
**Risk Management Alternatives International Corp. Canada (Nova Scotia)**  
**National Revenue Corporation, an Ohio corporation**  
**Risk Management Alternatives, Inc., a Delaware corporation**  
**Risk Management Alternatives Portfolio Services, LLC, a Delaware limited liability  
company**  
**RMA Holdings LLC, a Delaware limited liability company**  
**Purchased Paper LLC, a Delaware limited liability company**  
**Risk Management Alternatives Solutions LLC, a Delaware limited liability company**

**BILL OF SALE RELATED TO INTANGIBLE ASSETS**

BILL OF SALE dated as of September 12, 2005, from Risk Management Alternatives Parent Corp., a Delaware corporation ("Parent"), and the Subsidiaries (as defined in Annex A hereto, and together with Parent, collectively the "Seller Parties"), to NCO Holdings, Inc. ("Holdings"), a Delaware corporation and a subsidiary of NCO Group, Inc.

WHEREAS, this Bill of Sale is being executed and delivered in connection with the consummation of the sale and purchase transaction contemplated in that certain Purchase Agreement by and among Seller Parties and NCOP Capital Resource, LLC ("Purchaser"), dated as of July 6, 2005, as amended (hereinafter called the "Purchase Agreement"). Capitalized terms used but not otherwise defined in this Bill of Sale or any schedule attached hereto have the respective meanings set forth in the Purchase Agreement, the applicable terms of which are hereby incorporated by reference into this Bill of Sale and the schedules attached hereto; and

WHEREAS, pursuant to Section 2.1 of the Purchase Agreement, Seller Parties have agreed to sell, transfer, convey, assign and deliver to Purchaser, and Purchaser has agreed to purchase and accept, all of Seller Parties' respective right, title and interest in and to the Acquired Assets; and

WHEREAS, pursuant to Section 11.11 of the Purchase Agreement, Purchaser has the right to assign or delegate any of its rights and obligations under the Purchase Agreement to one or more wholly owned, direct or indirect, subsidiaries of NCO Group, Inc. and pursuant thereto Purchaser has delegated its rights and obligations related to the purchase of the Acquired Assets set forth on Schedule 1 hereto (the "Specified Acquired Assets") to Holdings; and

WHEREAS, pursuant to the Purchase Agreement, Seller Parties have agreed to execute and deliver this Bill of Sale with respect to the Specified Acquired Assets to be conveyed by Seller Parties to Holdings at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, upon the terms and subject to the conditions set forth in the Purchase Agreement, the Seller Parties do hereby sell, transfer, convey, assign and deliver to Holdings all of Seller Parties' right, title and interest in and to the Specified Acquired Assets free and clear of all Liens, except for Permitted Liens; provided that Seller Parties are not selling, transferring, conveying, assigning or delivering any Excluded Assets.

By its execution hereof, Holdings hereby purchases and accepts the foregoing sale, transfer, conveyance, assignment and delivery of the Specified Acquired Assets.

Seller Parties hereby covenant and agree that they shall, at any time or from time to time hereafter at the reasonable request of Holdings, take such "further assurances" actions as set forth, and to the extent provided, in Section 9.14 of the Purchase Agreement.

The terms and provisions of this Bill of Sale shall be binding upon Seller Parties and their

respective successors and assigns, and shall inure to the benefit of Holdings and its successors and assigns.

Nothing in this Bill of Sale is intended to or shall confer upon any Person other than the Parties, and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Bill of Sale or any transaction contemplated by this Bill of Sale.

This Bill of Sale shall be governed by and construed and enforced in accordance with (i) the laws of the Commonwealth of Pennsylvania, without regard to its conflict of laws, rules or principles and (ii) the Bankruptcy Code, to the extent applicable.

This Bill of Sale is subject to the terms, provisions and conditions of the Purchase Agreement (including, without limitation, the representations and warranties set forth therein) and the terms of the Sale Order. This Bill of Sale is intended only to restate, and not to in any manner defeat, impair, modify, amend, enlarge or limit the terms of the Purchase Agreement or the definition of Acquired Assets set forth therein. To the extent any term or provision herein is inconsistent with the Purchase Agreement, the terms and provisions of the Purchase Agreement shall control.

This Bill of Sale may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Bill of Sale to be duly executed and delivered as of the date first set forth above.

NCO HOLDINGS, INC.

By: Gail Susan Ball

Name: Gail Susan Ball

Title: Vice President and Treasurer

[SIGNATURE PAGE TO BILL OF SALE RELATED TO INTANGIBLE ASSETS]

RISK MANAGEMENT ALTERNATIVES  
PARENT CORP.

By: *Dennis Cunningham*  
Name: Dennis Cunningham  
Title: Chairman and CEO

RISK MANAGEMENT ALTERNATIVES  
SOLUTIONS LLC

By: *Dennis Cunningham*  
Name: Dennis Cunningham  
Title: Authorized Signatory

RISK MANAGEMENT ALTERNATIVES  
HOLDINGS, INC.

By: *Dennis Cunningham*  
Name: Dennis Cunningham  
Title: Chairman and CEO

RISK MANAGEMENT ALTERNATIVES  
INTERNATIONAL LIMITED

By: *Dennis Cunningham*  
Name: Dennis Cunningham  
Title: Director

RESOURCE RECOVERY CONSULTANTS,  
INC.

By: *Dennis Cunningham*  
Name: Dennis Cunningham  
Title: Chairman and CEO

RMA INTERMEDIATE HOLDINGS  
CORPORATION

By: *Dennis Cunningham*  
Name: Dennis Cunningham  
Title: Chairman and CEO

RMA MANAGEMENT SERVICES, INC.

By: *Dennis Cunningham*  
Name: Dennis Cunningham  
Title: Chairman and CEO

RISK MANAGEMENT ALTERNATIVES  
INTERNATIONAL CORP. CANADA

By: *Dennis Cunningham*  
Name: Dennis Cunningham  
Title: President

NATIONAL REVENUE CORPORATION

By: *Dennis Cunningham*  
Name: Dennis Cunningham  
Title: Chairman and CEO


RISK MANAGEMENT ALTERNATIVES,  
INC.


By: *Dennis Cunningham*  
Name: Dennis Cunningham  
Title: Chairman and CEO

[SIGNATURE PAGE TO BILL OF SALE RELATED TO INTANGIBLE ASSETS]

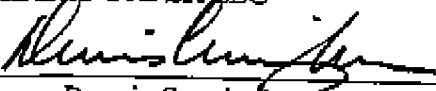
RISK MANAGEMENT ALTERNATIVES  
PORTFOLIO SERVICES, LLC

RMA HOLDINGS LLC

By:   
Name: Dennis Cunningham  
Title: Authorized Signatory

By:   
Name: Dennis Cunningham  
Title: Authorized Signatory

PURCHASED PAPER LLC

By:   
Name: Dennis Cunningham  
Title: Authorized Signatory

[SIGNATURE PAGE TO BILL OF SALE RELATED TO INTANGIBLE ASSETS]

## ANNEX A

The following entities are collectively referred to as the "Subsidiaries":

**Risk Management Alternatives Holdings, Inc.**

a Delaware corporation

**Risk Management Alternatives International Limited**

(UK)

**Resource Recovery Consultants, Inc.**

a Delaware corporation

**RMA Intermediate Holdings Corporation**

a Delaware corporation

**RMA Management Services, Inc.**

an Ohio corporation

**Risk Management Alternatives International Corp. Canada**

(Nova Scotia)

**National Revenue Corporation**

an Ohio corporation

**Risk Management Alternatives, Inc.**

a Delaware corporation

**Risk Management Alternatives Portfolio Services, LLC**

a Delaware limited liability company

**RMA Holdings LLC**

a Delaware limited liability company

**Purchased Paper LLC**

a Delaware limited liability company

**Risk Management Alternatives Solutions LLC**

a Delaware limited liability company



Schedule 1

All intangible assets included in Acquired Assets without duplication of any Acquired Assets sold, transferred, conveyed or delivered pursuant to a Bill of Sale executed and delivered in connection with the consummation of the transactions contemplated by the Purchase Agreement.

101358.00129/11465611v.2



## FAX TRANSMITTAL FORM

Date: July 18, 2006

	TO:	FIRM:	FAX NO.:	CONFIRMATION NO.:
To:	Director of the USPTO	Assignment Recordation Services	(571) 273-0140	

<b>From:</b>	Timothy D. Pecsénye
<b>Phone:</b>	215-569-5619
<b>Fax:</b>	215-832-5619
<b>Email:</b>	pecseny@blankrome.com
<b>Atty No.:</b>	1716

<b># of Pages:</b>	12
(include cover)	

<b>Client/Matter #:</b>	101358-00133
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ORIGINAL:		WHEN COMPLETED:	
Will Follow:	<input checked="" type="checkbox"/>	Call For Pickup:	<input checked="" type="checkbox"/>
Will Not Follow:	<input type="checkbox"/>	Send Interoffice:	<input type="checkbox"/>

### COVER MESSAGE:

Re: NCO Holdings, Inc.  
 Recordal of Trademark Assignment  
 Between Risk Management Alternatives Parent Corp.  
 and NCO Holdings, Inc.

### CONFIDENTIALITY NOTE:

The documents accompanying this fax transmission contain information, which may be confidential and/or legally privileged, from the law firm of Blank Rome LLP. The information is intended only for the use of the individual or entity named on this transmission sheet. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this faxed information is strictly prohibited, and that the documents should be returned to this firm immediately. If you have received this in error, please notify us by telephone immediately at the number listed above, collect, so that we may arrange for the return of the original documents to us at no cost to you. The unauthorized disclosure, use, or publication of confidential or privileged information inadvertently transmitted to you may result in criminal and/or civil liability.

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