

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
NCO FINANCIAL SYSTEMS, INC.		11/15/2006	CORPORATION:
COLLECT ACQUISITION CORP.		11/15/2006	CORPORATION:
COLLECT HOLDINGS, INC.		11/15/2006	CORPORATION:
NCO GROUP, INC.		11/15/2006	CORPORATION:
AC FINANCIAL SERVICES, INC.		11/15/2006	CORPORATION:
ALW INVESTMENT COMPANY, INC.		11/15/2006	CORPORATION:
FCA FUNDING, INC.		11/15/2006	CORPORATION:
NCOCRM FUNDING, INC.		11/15/2006	CORPORATION:
NCO FUNDING, INC.		11/15/2006	CORPORATION:
NCO HOLDINGS, INC.		11/15/2006	CORPORATION:
NCO PORTFOLIO MANAGEMENT, INC.		11/15/2006	CORPORATION:
NCOP FINANCING, INC.		11/15/2006	CORPORATION:
NCO GROUP INTERNATIONAL, INC.		11/15/2006	CORPORATION:
RMH TELESERVICES ASIA PACIFIC, INC.		11/15/2006	CORPORATION:
NCOP NEVADA HOLDINGS, INC.		11/15/2006	CORPORATION:
NCOP/MARLIN, INC.		11/15/2006	CORPORATION:
NCOP STRATEGIC PARTNERSHIP, INC.		11/15/2006	CORPORATION:
NCOP I, INC.		11/15/2006	CORPORATION:
NCOP II, INC.		11/15/2006	CORPORATION:
NCOP III, INC.		11/15/2006	CORPORATION:
NCOP IV, INC.		11/15/2006	CORPORATION:
NCOP V, INC.		11/15/2006	CORPORATION:
NCOP VI, INC.		11/15/2006	CORPORATION:
NCOP VII, INC.		11/15/2006	CORPORATION:
NCOP VIII, LLC		11/15/2006	LIMITED LIABILITY COMPANY:

CH \$740.00 78774286

NCOP SERVICES, INC.		11/15/2006	CORPORATION:
COMPASS INTERNATIONAL SERVICES CORPORATION		11/15/2006	CORPORATION:
NCO CUSTOMER MANAGEMENT, INC.		11/15/2006	CORPORATION:
NCO TELESERVICES, INC.		11/15/2006	CORPORATION:
JDR HOLDINGS, INC.		11/15/2006	CORPORATION:
NCO ACI HOLDINGS, INC.		11/15/2006	CORPORATION:
COMPASS TELESERVICES, INC.		11/15/2006	CORPORATION:
NCOP CAPITAL RESOURCE, LLC		11/15/2006	LIMITED LIABILITY COMPANY:
NCO SUPPORT SERVICES, LLC		11/15/2006	LIMITED LIABILITY COMPANY:
FCA LEASING, INC.		11/15/2006	CORPORATION:
ASSETCARE, INC.		11/15/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	MORGAN STANLEY & CO. INCORPORATED
Street Address:	ONE PIERREPONT PLAZA
Internal Address:	7TH FLOOR
City:	BROOKLYN
State/Country:	NEW YORK
Postal Code:	11201
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Serial Number:	78774286	ASK! ALWAYS SEEKS KNOWLEDGE
Serial Number:	78793013	ASSETCARE
Registration Number:	1630310	CHECK SERV
Registration Number:	1617942	CHECK SERV
Registration Number:	2758489	EARLY CONTACT
Registration Number:	2180029	MANAGEMENT ADJUSTMENT BUREAU
Registration Number:	3101014	MEDSOURCE
Registration Number:	1752873	MILLIKEN & MICHAELS
Registration Number:	1862739	M
Registration Number:	1051452	NATIONAL REVENUE CORPORATION
Registration Number:	2265996	NCO

Registration Number:	2671154	NCO ACCESS
Registration Number:	3074527	NCO ACCESS
Registration Number:	3078440	NCO ATTORNEY NETWORK SERVICES
Registration Number:	2817564	NCO ERECOVEREASE
Registration Number:	2409705	NCO FINANCIAL SYSTEMS, INC.
Registration Number:	2270128	NCO GROUP
Registration Number:	3077555	NCO GROUP
Registration Number:	2785368	NCO PORTFOLIO MANAGEMENT
Serial Number:	78410577	NCOEFORWARDEASE
Registration Number:	3033338	NCOEPAYMENTS
Serial Number:	78410592	NCOEPAYMENTS
Registration Number:	2969057	NCOEPAYMENTS
Registration Number:	3149535	NCOERECOVEREASE
Registration Number:	2760731	NCOPORTFOLIO
Registration Number:	2760730	NCOPORTFOLIO
Registration Number:	1150020	NRC
Registration Number:	2620901	RMH
Registration Number:	2639037	RMH

CORRESPONDENCE DATA

Fax Number: (646)848-4455
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-848-4455
Email: jlik@shearman.com
Correspondent Name: Jordan Altman
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	5822/12183
NAME OF SUBMITTER:	Jordan Altman
Signature:	/JORDAN ALTMAN/
Date:	11/28/2006

Total Attachments: 22
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated November 15, 2006, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of MORGAN STANLEY & CO. INCORPORATED (“*MS&Co*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Collect Acquisition Corp., a Pennsylvania corporation (“*Collect*”), NCO Financial Systems, Inc., a Pennsylvania corporation (together with Collect, the “*Borrower*”), Collect Holdings, Inc., a Delaware corporation (the “*Parent*”) and the Subsidiary Guarantors party thereto have entered into a Credit Agreement dated as of November 15, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Morgan Stanley Senior Funding, Inc. (“*MSSF*”), as Administrative Agent, MS&Co, as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated November 15, 2006 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

the patents and patent applications set forth in Schedule A hereto (the “*Patents*”);

the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications, or any trademark registrations issuing

therefrom, under applicable federal law), together with the goodwill symbolized thereby (the “*Trademarks*”);

all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents and the Secured Hedge Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents or the Secured Hedge Agreements but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COLLECT ACQUISITION CORP

By 

Name: Daniel J. Selnesmosky
Title: President and Treasurer

NCO FINANCIAL SYSTEMS, INC.

By _____

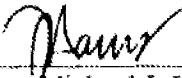
Name: Michael J. Barrist
Title: Chairman and President

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COLLECT ACQUISITION CORP.

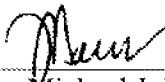
By _____
Name: Daniel J. Selmonosky
Title: President and Treasurer

NCO FINANCIAL SYSTEMS, INC.

By  _____
Name: Michael J. Barrist
Title: Chairman and President


Address for Notices:
320 Park Avenue, 18th Floor
New York, NY 10022

COLLECT HOLDINGS, INC.

By 
Name: Michael J. Barrist
Title: Chairman, President and CEO

Address for Notices:
507 Prudential Road
Horsham, PA 19044

NCO GROUP, INC.

By 
Name: Michael J. Barrist
Title: Chairman, President and CEO

Address for Notices:
1201 Market Street, Suite 800
Wilmington, DE 19801

AC FINANCIAL SERVICES, INC.
ALW INVESTMENT COMPANY, INC.
FCA FUNDING, INC.
NCOCRM FUNDING, INC.
NCO FUNDING, INC.
NCO HOLDINGS, INC.
NCO PORTFOLIO MANAGEMENT,
INC.
NCOP FINANCING, INC.
NCO GROUP INTERNATIONAL, INC.

By _____
Name: Gail Ball
Title: Vice President and Treasurer of
each of the above entities on behalf of each
of the above entities

Address for Notices:
507 Prudential Road
Horsham, PA 19044

RMH TELESERVICES ASIA PACIFIC,
INC.

By _____
Name: Gail Ball
Title: Vice President and Treasurer

Address for Notices:
320 Park Avenue, 18th Floor
New York, NY 10022

COLLECT HOLDINGS, INC.

By _____
Name: Michael J. Barrist
Title: Chairman, President and CEO

Address for Notices:
507 Prudential Road
Horsham, PA 19044

NCO GROUP, INC.

By _____
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Address for Notices:
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Wilmington, DE 19801

AC FINANCIAL SERVICES, INC.
ALW INVESTMENT COMPANY, INC.
PCA FUNDING, INC.
NCOCRM FUNDING, INC.
NCO FUNDING, INC.
NCO HOLDINGS, INC.
NCO PORTFOLIO MANAGEMENT,
INC.
NCOP FINANCING, INC.
NCO GROUP INTERNATIONAL, INC.

By Gail Ball
Name: Gail Ball
Title: Vice President and Treasurer of
each of the above entities on behalf of each
of the above entities

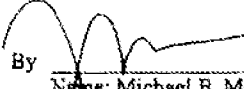
Address for Notices:
507 Prudential Road
Horsham, PA 19044

RMH TELESERVICES ASIA PACIFIC,
INC.


By Gail Ball
Name: Gail Ball
Title: Vice President and Treasurer

Address for Notices:
Hughes Center, Suite 170
3763 Howard Hughes Parkway
Las Vegas, NV 89109

NCOP NEVADA HOLDINGS, INC.
NCOP/MARLIN, INC.
NCOP STRATEGIC PARTNERSHIP,
INC.
NCOP I, INC.
NCOP II, INC.
NCOP III, INC.
NCOP IV, INC.
NCOP V, INC.
NCOP VI, INC.
NCOP VII, INC.
NCOP VIII, LLC

By 
Name: Michael B. Meringolo
Title: Vice President and Assistant
Secretary of each of the above entities on
behalf of each of the above entities

Address for Notices:
1804 Washington Blvd., Dept. 200
Baltimore, MD 21230

NCOP SERVICES, INC.
By 
Name: Michael B. Meringolo
Title: Vice President and Assistant
Secretary

Address for Notices:
507 Prudential Road
Horsham, PA 19044

COMPASS INTERNATIONAL
SERVICES CORPORATION
NCO CUSTOMER MANAGEMENT,
INC.
NCO TELESERVICES, INC.

By _____
Name: Michael J. Barrist
Title: CEO and President of each of
the above entities on behalf of each of the
above entities

Address for Notices:
Hughes Center, Suite 170
3763 Howard Hughes Parkway
Las Vegas, NV 89109

NCOP NEVADA HOLDINGS, INC.
NCOP/MARLIN, INC.
NCOP STRATEGIC PARTNERSHIP,
INC.
NCOP I, INC.
NCOP II, INC.
NCOP III, INC.
NCOP IV, INC.
NCOP V, INC.
NCOP VI, INC.
NCOP VII, INC.
NCOP VIII, LLC

By _____
Name: Michael B. Meringolo
Title: Vice President and Assistant
Secretary of each of the above entities on
behalf of each of the above entities

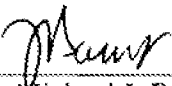
Address for Notices:
1804 Washington Blvd., Dept. 200
Baltimore, MD 21230

NCOP SERVICES, INC.

By _____
Name: Michael B. Meringolo
Title: Vice President and Assistant
Secretary

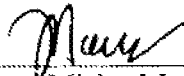
Address for Notices:
507 Prudential Road
Horsham, PA 19044

COMPASS INTERNATIONAL
SERVICES CORPORATION
NCO CUSTOMER MANAGEMENT,
INC.
NCO TELESERVICES, INC.

By  _____
Name: Michael J. Barrist
Title: CEO and President of each of
the above entities on behalf of each of the
above entities

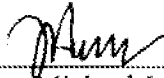
Address for Notices:
507 Prudential Road
Horsham, PA 19044

JDR HOLDINGS, INC.

By 
Name: Michael J. Barrist
Title: President


Address for Notices:
5100 Peachtree Industrial Blvd.
Norcross, GA 30071

NCO ACI HOLDINGS, INC.

By 
Name: Michael J. Barrist
Title: CEO and President

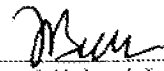
Address for Notices:
500 North Franklin Turnpike
Ramsey, NJ 07446

COMPASS TELESERVICES, INC.

By 
Name: Michael J. Barrist
Title: President

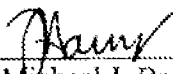
Address for Notices:
Hughes Center, Suite 170
3763 Howard Hughes Parkway
Las Vegas, NV 89109

NCOP CAPITAL RESOURCE, LLC

By 
Name: Michael J. Barrist
Title: CEO and President

Address for Notices:
507 Prudential Road
Horsham, PA 19044

NCO SUPPORT SERVICES, LLC
By: NCO Financial Systems, Inc., as Sole
Member

By 
Name: Michael J. Barrist
Title: Chairman and President

Address for Notices:
507 Prudential Road
Horsham, PA 19044

FCA LEASING, INC.

By _____
Name: Robert DiSante
Title: President

Address for Notices:
507 Prudential Road
Horsham, PA 19044

JDR HOLDINGS, INC.

By _____
Name: Michael J. Barrist
Title: President

Address for Notices:
5100 Peachtree Industrial Blvd.
Norcross, GA 30071

NCO ACI HOLDINGS, INC.

By _____

500 North Franklin Turnpike
Ramsey, NJ 07446

By _____
Name: Michael J. Barrist
Title: President

Address for Notices:
Hughes Center, Suite 170
3763 Howard Hughes Parkway
Las Vegas, NV 89109

NCOP CAPITAL RESOURCE, LLC

By _____
Name: Michael J. Barrist
Title: CEO and President

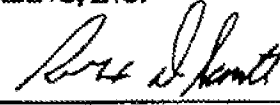
Address for Notices:
507 Prudential Road
Horsham, PA 19044

NCO SUPPORT SERVICES, LLC
By: NCO Financial Systems, Inc., as Sole
Member

By _____
Name: Michael J. Barrist
Title: Chairman and President

Address for Notices:
507 Prudential Road
Horsham, PA 19044

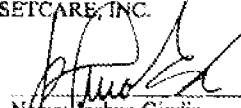
FCA LEASING, INC.

By 
Name: Robert DiSante
Title: President

Address for Notices:
5110 Peachtree Industrial Blvd.
Norcross, GA 30071

ASSETCARE, INC.

By

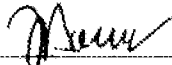

Name: Joshua Gindin
Title: President and Secretary

HYEXDC881818693

Intellectual Property Security Agreement

The undersigned hereby confirms that, as a result of its merger with Collect Acquisition Corp., it hereby assumes all of the rights and obligations of Collect Acquisition Corp. under this Agreement (in furtherance of, and not in lieu of, any assumption or deemed assumption by operation of law) and hereby agrees to be joined to this agreement as a Grantor.

NCO GROUP, INC.

BY: 
Name: Michael J. Barrist
Title: Chairman, President and CEO

SCHEDULE A

Patents




None




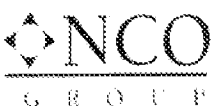


SCHEDULE B





Trademarks




I. Domain Names and Trademarks





Grantor: NCO Holdings, Inc.

Service Mark	Country	(Application Number) Registration Number	(Application Date) Registration Date	Int. Class (es)	Status
NCO (Stylized) 	Canada	(1,213,980)	(04/20/04)	N/A	Pending Rsp due: 12/16/06
NCO ACCESS	Canada	(1,213,977)	(04/20/04)	N/A	Pending Rsp due: 12/16/06
NCO ATTORNEY NETWORK SERVICE	Canada	(1,213,973)	(04/20/04)	N/A	Pending Rsp due: 12/16/06
NCO ERECOVEREASE	Canada	(1,213,976)	(04/20/04)	N/A	Pending Rsp due: 12/16/06
NCO GROUP & Design 	Canada	(1,211,636)	(03/31/04)	N/A	Pending Rsp due: 12/10/06
NCOEPAYMENTS	Canada	(1,213,972)	(04/20/04)	N/A	Pending Rsp due: 12/16/06
NCOPORTFOLIO	Canada	(1,213,975)	(04/20/04)	N/A	Pending Rsp due: 12/16/06
NCO GROUP & Design 	China	(4,029,280)	(04/21/04)	36	Pending


Service Mark	Country	(Application Number) Registration Number	(Application Date) Registration Date	Int. Class (es)	Status
NCO GROUP & Design 	CTM	3,739,191	06/08/05	36	Registered Renewal due: 03/29/14
NCO GROUP & Design 	India	1,276,054	04/01/04	36	Registered Renewal due: 04/01/14
NCO GROUP & Design 	Philippines	(4-2004-003366)	(04/13/04)	36	Pending Affidavit due: 04/13/07
NCO GROUP & Design 	Puerto Rico	61,296	05/13/04	36	Registered Renewal due: 05/13/14
NCO NCO FINANCIAL SYSTEMS OF PUERTO RICO, INC. and Design 	Puerto Rico	(69,342)	(07/11/06)	36	Pending
ASK! ALWAYS SEEKS KNOWLEDGE & DESIGN 	United States	(78/774,286)	(12/15/05)	35	Pending Rsp to office action due: 12/14/06
ASSETCARE	United States	(78/793,013)	(01/17/06)	36	Pending Rsp to office action due: 12/14/06
CHECK SERV	United States	1,630,310	01/01/91	36	Registered Renewal due 01/01/11

Service Mark	Country	(Application Number) Registration Number	(Application Date) Registration Date	Int. Class (es)	Status
CHECK SERV and Design 	United States	1,617,942	10/16/90	36	Registered Renewal due 10/16/10
EARLY CONTACT	United States	2,758,489	09/02/03	36	Registered Section 8 & 15 affidavit due: 09/02/09
MANAGEMENT ADJUSTMENT BUREAU	United States	2,180,029	08/11/98	35 & 36	Registered Renewal due 08/11/08
MEDSOURCE & Design 	United States	3,101,014	06/06/06	36	Registered Section 8 & 15 affidavit due: 06/06/12
MILLIKEN & MICHAELS	United States	1,752,873	02/16/93	36	Registered Renewal due: 02/16/13
MMMM (stylized) 	United States	1,862,739	11/15/94	36	Registered Renewal due: 11/15/14
NATIONAL REVENUE CORPORATION	United States	1,051,452	10/26/76	36	Registered Renewal due 10/26/2006
NCO (Stylized) 	United States	2,265,996	08/03/99	35 & 36	Registered Renewal due: 08/03/09
NCO ACCESS	United States	2,671,154	01/07/03	35	Registered Section 8 & 15 affidavit due: 01/07/09

Service Mark	Country	(Application Number) Registration Number	(Application Date) Registration Date	Int. Class (es)	Status
NCO ACCESS & Design 	United States	3,074,527	03/28/06	35	Registered Section 8 & 15 affidavit due: 03/28/12
NCO ATTORNEY NETWORK SERVICES	United States	3,078,440	04/11/06	36	Registered Section 8 & 15 affidavit due: 04/11/12
NCO ERECOVEREASE	United States	2,817,564	02/24/04	36	Registered Section 8 & 15 affidavit due: 02/24/10
NCO FINANCIAL SYSTEMS, INC.	United States	2,409,705	12/05/00	35 & 36	Registered Section 8 & 15 affidavit due: 12/05/06
NCO GROUP	United States	2,270,128	08/17/99	35 & 36	Registered Renewal due: 08/17/09
NCO GROUP & Design 	United States	3,077,555	04/04/06	36	Registered Section 8 & 15 affidavit due: 04/04/12
NCO PORTFOLIO MANAGEMENT	United States	2,785,368	11/25/03	36	Registered Section 8 & 15 affidavit due: 11/25/09
NCOEFORWARDEASE & DESIGN 	United States	(78/410,577)	(04/29/04)	9	Pending Statement of Use due: 01/10/07

Service Mark	Country	(Application Number) Registration Number	(Application Date) Registration Date	Int. Class (es)	Status
NCOEPAYMENTS	United States	3,033,338	12/27/05	36	Registered Section 8 & 15 affidavit due: 12/27/11
NCOEPAYMENTS & DESIGN 	United States	(78/410,592)	(04/29/04)	36	Pending
NCOEPAYMENTS (Stylized) 	United States	2,969,057	07/19/05	36	Registered Section 8 & 15 affidavit due: 07/19/11
NCOERECOVEREASE & DESIGN	United States	3,149,535	09/26/2006	36	Registered Section 8 & 15 affidavit due: 09/26/12
NCOPORTFOLIO	United States	2,760,731	09/09/03	35	Registered Section 8 & 15 affidavit due: 09/09/09
NCOPORTFOLIO (Stylized) 	United States	2,760,730	09/09/03	36	Registered Section 8 & 15 affidavit due: 09/09/09
NRC and Design 	United States	1,150,020	03/31/81	36	Registered Renewal due: 03/31/2011
CREDIT CONVERTORS	United States (MA)	55,150	12/02/97		Registered Renewal due 12/02/07

Grantor: NCO Customer Management, Inc.

Service Mark	Country	(Application Number) Registration Number	(Application Date) Registration Date	Int. Class (es)	Status
RMH	United States	2,620,901	9/17/02	35	Registered Section 8 & 15 affidavit due: 09/17/08
RMH (Stylized) 	United States	2,639,037	10/22/02	35	Registered Section 8 & 15 affidavit due: 10/22/08

SCHEDULE C

Copyrights

II. United States Copyright Registrations

Grantor: NCO Holdings, Inc.

Copyright	Registration Number	Registration Date
ACCESS: ADVANCED CREDIT & COLLECTION ENVIRONMENTAL SUPPORT SYSTEM	TX 3-096-160	05/16/91
CO-SOURCE, SALES, COLLECTIONS AND MANAGEMENT SYSTEM SOFTWARE	TXU 950-036	03/21/01
CONTINUING INDEPENDENT DISTRICT REPRESENTATIVE AGREEMENT TO MARKET FIELD CONTACT AND OTHER SERVICES	TX 668-710	11/07/80
CONTINUING INDEPENDENT FIELD TRAINER REPRESENTATIVE AGREEMENT TO MARKET FIELD CONTACT AND OTHER SERVICES	TX 668-711	11/07/80
CONTINUING INDEPENDENT AREA REPRESENTATIVE AGREEMENT TO MARKET FIELD CONTACT AND OTHER SERVICES	TX 668-712	11/07/80
CONTINUING INDEPENDENT REGION REPRESENTATIVE AGREEMENT TO MARKET FIELD CONTACT AND OTHER SERVICES	TX 668-709	11/07/80
CONTINUING INDEPENDENT SALES REPRESENTATIVE AGREEMENT TO MARKET FIELD CONTACT AND OTHER SERVICES	TX 668-713	11/07/80
EXECUTIVE SYSTEM	TX 685-540	11/07/80
FOR MULTIPLE LOCATION USE ONLY	TX 723-797	11/07/80
FOR MULTIPLE LOCATION USE ONLY	TX 723-794	11/07/80
FOR MULTIPLE LOCATION USE ONLY	TX 723-793	11/07/80
GLB100	TXU 1-060-662	09/11/02
GOLDEN SYSTEM	TX 723-795	11/07/80
INDEPENDENT AREA REPRESENTATIVE AGREEMENT	TX 668-705	11/07/80
INDEPENDENT DISTRICT REPRESENTATIVE AGREEMENT	TX 668-706	11/07/80
INDEPENDENT FIELD TRAINER REPRESENTATIVE AGREEMENT	TX 668-708	11/07/80
INDEPENDENT REGION REPRESENTATIVE AGREEMENT	TX 668-707	11/07/80
NATIONAL REVENUE CORPORATION EXECUTIVE CONSULTANTS SALES MANUAL	TX 687-546	05/13/81
NATIONAL REVENUE CORPORATION INDEPENDENT SALES REPRESENTATIVE AGREEMENT	TX 706-234	11/07/80

Copyright	Registration Number	Registration Date
NATIONAL REVENUE CORPORATION NEW EXECUTIVE CONSULTANT INSTALLATION PROGRAM	TX 687-544	05/13/81
NATIONAL REVENUE CORPORATION SYSTEM INSTRUCTIONS	TX 723-796	11/07/80
NATIONAL REVENUE CORPORATION: N R C'S FIXED FEE PHILOSOPHY/RICHARD D. SCHULTZ	TX 1-106-000	11/19/82
NCO ERECOVEREASE	TX 5-836-524	10/16/03
QUESTIONS & ANSWERS ABOUT YOUR CAREER PATH	TX 687-543	05/13/81
"S" SYSTEM ACTIVATOR BOOKLET	TX 723-798	11/07/80
SALES MAKER SOFTWARE PROGRAM	TX 5-837-934	07/24/03
SPECIAL INTRODUCTORY OFFER FOR ASSOCIATION MEMBERS	TX 723-792	11/07/80
THE FLIP KIT: BOOKLET NO. 2	TX 710-894	05/13/81
THE PRESENTATION: BOOKLET NO. 1	TX 687-545	05/13/81
THE PRESENTATION: OPTIONAL LEVELS OF SERVICE: BOOKLET NO. 3	TX 710-893	05/13/81
TOTAL CONCEPT COLLECTIONS	TX 663-429	11/07/80
UNIVERSAL COLLECTION SYSTEM	TXu 931-460	12/13/99
YOUR ALTERNATIVE COLLECTION SOURCE	TX 723-791	11/07/80