

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citizens Bank of Pennsylvania, as Collateral Agent, as successor to Morgan Stanley & Co. Incorporated in its capacity as Collateral Agent		04/03/2012	Pennsylvania Banking Institution: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	NCO Holdings, Inc.
Street Address:	1201 Market Street, Suite 800
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

Name:	NCO Customer Management, Inc.
Street Address:	507 Prudential Road
City:	Horsham
State/Country:	PENNSYLVANIA
Postal Code:	19044
Entity Type:	CORPORATION: PENNSYLVANIA

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

CH \$740.00 78774286

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: (302)636-5454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	157609-3
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/

TRADEMARK

04/04/2012

Total Attachments: 7

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**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):

Citizens Bank of Pennsylvania, as Collateral Agent, as successor to Morgan Stanley & Co. Incorporated in its capacity as Collateral Agent

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Pennsylvania Banking Institution

Citizenship (see guidelines) US - PA

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: 1201 Market Street, Suite 800

City: Wilmington

State: DE

Country: USA Zip: 19801

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship US - 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) 04/03/2012

- Assignment Merger
 Security Agreement Change of Name
 Other Trademark Release

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

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: James P. Murphy, Legal Assistant

Internal Address: Cahill Gordon & Reindel LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3345

Fax Number: 212-378-2610

Email Address: jmurphy@cahill.com

6. Total number of applications and registrations involved:

43

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

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

James P. Murphy
 Signature

April 4, 2012

Date

JAMES P. MURPHY

Name of Person Signing

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

7

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

Addendum to Cover Sheet for Trademarks (Release of Collateral)

NCO Customer Management, Inc.
507 Prudential Road
Horsham, PA 19044
Pennsylvania Corporation
Citizenship – US - PA

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Release of Security Interest in Trademarks (this “Release”), dated as of April 3, 2012 (the “Effective Date”), is made by Citizens Bank of Pennsylvania, as successor to Morgan Stanley & Co. Incorporated, in its capacity as collateral agent (the “Collateral Agent”) for the secured parties, in favor of the Persons listed on Schedule A attached hereto (collectively, the “Grantors”).

WHEREAS, pursuant to that certain Security Agreement, dated as of November 15, 2006, among the Collateral Agent, the Grantors and certain other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), the Grantors granted and pledged to the Collateral Agent a continuing security interest in and to the Collateral, as collateral security for the payment and performance in full when due of the Obligations;

WHEREAS, in connection with the Security Agreement, the Collateral Agent and the Grantors also entered into that certain Intellectual Property Security Agreement, dated as of November 15, 2006 (the “IP Security Agreement”), for the purposes of filing and recording with the United States Patent and Trademark Office the security interest granted with respect to the Trademarks included in the Collateral;

WHEREAS, the IP Security Agreement was filed with and recorded by the Trademarks Division of the United States Patent and Trademark Office at Reel/Frame 3434/0587; and

WHEREAS, the Grantors have requested the Collateral Agent to release the security interest held by the Collateral Agent with respect to the Trademarks, and the Collateral Agent has agreed to execute and deliver this Release for purposes of recordal with the United States Patent and Trademark Office.

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

1. Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Security Agreement or the IP Security Agreement, as applicable.

2. Release. The Collateral Agent hereby, as of the Effective Date, releases, terminates, discharges, cancels and relinquishes the Collateral Agent’s security interest, granted pursuant to the Security Agreement and the IP Security Agreement, in and to the Trademarks, including the Trademarks identified in Schedule A attached hereto.

3. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature Page and Schedule A Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

CITIZENS BANK OF PENNSYLVANIA, as
successor to Morgan Stanley & Co. Incorporated, in its
capacity as Collateral Agent

By: Leslie D. Broderick
Name: Leslie D. Broderick
Title: SVP

SCHEDULE A
Trademarks

Grantor	Service Mark	Country	(Application Number) Registration Number	(Application Date) Registration Date
NCO Holdings, Inc.	NCO (Stylized)	Canada	(1,213,980)	(04/20/04)
NCO Holdings, Inc.	NCO ACCESS	Canada	(1,213,977)	(04/20/04)
NCO Holdings, Inc.	NCO ATTORNEY NETWORK SERVICE	Canada	(1,213,973)	(04/20/04)
NCO Holdings, Inc.	NCO ERECOVEREASE	Canada	(1,213,976)	(04/20/04)
NCO Holdings, Inc.	NCO GROUP & Design	Canada	(1,211,636)	(03/31/04)
NCO Holdings, Inc.	NCOEPAYMENTS	Canada	(1,213,972)	(04/20/04)
NCO Holdings, Inc.	NCOPORTFOLIO	Canada	(1,213,975)	(04/20/04)
NCO Holdings, Inc.	NCO GROUP & Design	China	(4,029,280)	(04/21/04)
NCO Holdings, Inc.	NCO GROUP & Design	CTM	3,739,191	06/08/05
NCO Holdings, Inc.	NCO GROUP & Design	India	1,276,054	04/01/04
NCO Holdings, Inc.	NCO GROUP & Design	Philippines	(4-2004-003366)	(04/13/04)
NCO Holdings, Inc.	NCO GROUP & Design	Puerto Rico	61,296	05/13/04
NCO Holdings, Inc.	NCO NCO FINANCIAL SYSTEMS OF PUERTO RICO, INC. and Design	Puerto Rico	(69,342)	(07/11/06)
NCO Holdings, Inc.	ASK! ALWAYS SEEKS KNOWLEDGE & DESIGN	United States	(78/774,286)	(12/15/05)
NCO Holdings, Inc.	ASSETCARE	United States	(78/793,013)	(01/17/06)
NCO Holdings, Inc.	CHECK SERV	United States	1,630,310	01/01/91
NCO Holdings, Inc.	CHECK SERV and Design	United States	1,617,942	10/16/90
NCO Holdings, Inc.	EARLY CONTACT	United States	2,758,489	09/02/03
NCO Holdings, Inc.	MANAGEMENT ADJUSTMENT BUREAU	United States	2,180,029	08/11/98

Grantor	Service Mark	Country	(Application Number) Registration Number	(Application Date) Registration Date
NCO Holdings, Inc.	MEDSOURCE & Design	United States	3,101,014	06/06/06
NCO Holdings, Inc.	MILLIKEN & MICHAELS	United States	1,752,873	02/16/93
NCO Holdings, Inc.	MMMM (stylized)	United States	1,862,739	11/15/94
NCO Holdings, Inc.	NATIONAL REVENUE CORPORATION	United States	1,051,452	10/26/76
NCO Holdings, Inc.	NCO (Stylized)	United States	2,265,996	08/03/99
NCO Holdings, Inc.	NCO ACCESS	United States	2,671,154	01/07/03
NCO Holdings, Inc.	NCO ACCESS & Design	United States	3,074,527	03/28/06
NCO Holdings, Inc.	NCO ATTORNEY NETWORK SERVICES	United States	3,078,440	04/11/06
NCO Holdings, Inc.	NCO ERECOVEREASE	United States	2,817,564	02/24/04
NCO Holdings, Inc.	NCO FINANCIAL SYSTEMS, INC.	United States	2,409,705	12/05/00
NCO Holdings, Inc.	NCO GROUP	United States	2,270,128	08/17/99
NCO Holdings, Inc.	NCO GROUP & Design	United States	3,077,555	04/04/06
NCO Holdings, Inc.	NCO PORTFOLIO MANAGEMENT	United States	2,785,368	11/25/03
NCO Holdings, Inc.	NCOEFORWARDEASE & DESIGN	United States	(78/410,577)	(04/29/04)
NCO Holdings, Inc.	NCOEPAYMENTS	United States	3,033,338	12/27/05
NCO Holdings, Inc.	NCOEPAYMENTS & DESIGN	United States	(78/410,592)	(04/29/04)
NCO Holdings, Inc.	NCOEPAYMENTS (Stylized)	United States	2,969,057	07/19/05
NCO Holdings, Inc.	NCOERECOVEREASE & DESIGN	United States	3,149,535	09/26/2006
NCO Holdings, Inc.	NCOPORTFOLIO	United States	2,760,731	09/09/03
NCO Holdings, Inc.	NCOPORTFOLIO (Stylized)	United States	2,760,730	09/09/03
NCO Holdings, Inc.	NRC and Design	United States	1,150,020	03/31/81
NCO Holdings, Inc.	CREDIT CONVERTORS	United States (MA)	55,150	12/02/97

Grantor	Service Mark	Country	(Application Number) Registration Number	(Application Date) Registration Date
NCO Customer Management, Inc.	RMH	United States	2,620,901	9/17/02
NCO Customer Management, Inc.	RMH (Stylized)	United States	2,639,037	10/22/02