

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CompuCredit Intellectual Property Holdings Corp. II		08/03/2012	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Jefferson Capital Systems, LLC		
Street Address:	FIVE CONCOURSE PARKWAY, Suite 400		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30328		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3150722	CREDITLOGISTICS	
Registration Number:	2942921	JEFFERSON CAPITAL SYSTEMS, LLC	
Registration Number:	3366830	EMBLEM	
Serial Number:	85684934	PURPOSE	
Serial Number:	85684936	PURPOSE	
CORRESPONDENCE DATA			
Fax Number:	4049626596		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	404.885.3678		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Sofia Jeong		
Address Line 1:	600 Peachtree Street NE, Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308		
DOMESTIC REPRESENTATIVE			

OP \$140.00 3150722

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Sofia Jeong
Signature:	/Sofia Jeong/
Date:	08/03/2012

Total Attachments: 4
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Assignment") dated August 3, 2012 is made and delivered by CompuCredit Intellectual Property Holdings Corp. II, a Nevada corporation, ("Assignor"), for the benefit of Jefferson Capital Systems, LLC, a Georgia limited liability company ("Assignee"), in connection with that certain Membership Interest Purchase Agreement, dated as of August 3, 2012, by and between CompuCredit Holdings Corporation and JCAP Transitory Acquisition Sub, LLC, a Georgia limited liability company (the "Purchase Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

WHEREAS, Assignor has acquired, used, and is the owner of all right, title, and interest in, to, and under the registered and unregistered servicemarks and trademarks and servicemark and trademark applications listed on Exhibit A hereto and incorporated herein by reference, together with the goodwill of the business associated therewith and all common law rights associated therewith (all of the foregoing being referred to herein as the "Marks"); and

WHEREAS, Assignee desires to acquire the Marks from Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby irrevocably transfer, convey, assign, and deliver to Assignee, free and clear of all Encumbrances, all right, title, and interest in, to, and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement, dilution, or unauthorized use of any Mark, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, dilution, or other unauthorized use of the Marks, whether arising prior to or subsequent to the date of this Assignment, and any and all registrations, renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made; and

Assignor hereby covenants and agrees, at the reasonable request of Assignee, without further consideration, to promptly execute and deliver, or cause to be executed and delivered, to Assignee such assignments, bills of sale, consents, and other instruments, in form and substance reasonably satisfactory to Assignee, and take all such other actions to more effectively transfer to and vest in Assignee, and to put Assignee in possession of, the Marks, free and clear of all Encumbrances or as reasonably required to evidence the transfer of the Marks outside of the United States.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

This Assignment is, and shall be binding upon the successors and assigns of the Assignor and shall extend to the successors, assigns and nominees of the Assignee. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

This Assignment may be executed in separate counterparts and by facsimile signature, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be adopted, approved, certified, executed, and acknowledged by a duly authorized person on the date first above written.


ASSIGNOR:

CompuCredit Intellectual Property Holdings Corp. II

By: 
Name: Chason Carroll
Title: President

ASSIGNEE:

Jefferson Capital Systems, LLC

By: 
Name: David M. Burton
Title: President

[Signature Page to Trademark Assignment]

EXHIBIT A

Mark	Serial Number	Filing Date	Registration Number	Registration Date	Jurisdiction
CREDITLOGISTICS	78/645,193	06/07/2005	3,150,722	10/03/2006	US
JEFFERSON CAPITAL SYSTEMS, LLC	78/194,538	12/13/2002	2,942,921	04/19/2005	US
Balance Transfer Programme & Design (Black and White)	2496177B	08/27/2008	2496177B	08/27/2008	UK
Balance Transfer Programme & Design (Color)	2496177A	08/27/2008	2496177A	08/27/2008	UK
EMBLEM	78/742,905	10/28/2005	3,366,830	01/08/2008	US
RISE & Design	2492328	07/10/2008	2492328	07/10/2008	UK
RISE	2492333	07/10/2008	2492333	07/10/2008	UK
PURPOSE (Stylized mark)	85684934	07/24/2012	--	--	US
PURPOSE (Word mark)	85684936	07/24/2012	--	--	US