

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM322358

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRANSWORLD SYSTEMS INC.		10/31/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A., as collateral agent		
Street Address:	400 SOUTH HOPE STREET, SUITE 400		
City:	LOS ANGELES		
State/Country:	CALIFORNIA		
Postal Code:	90071		
Entity Type:	ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	85642157	ACCELERATOR	
Serial Number:	85627045	COLLECTION DESK	
Serial Number:	85627041	DENTAL COLLECT	
Serial Number:	85642155	DRSLINK	
Serial Number:	85627047	GREENFLAG	
Serial Number:	78660241	GREENFLAG PROFIT RECOVERY BY TRANSWORLD	
Serial Number:	75658207	MAKING CASH FLOW	
Serial Number:	74278461	MILLIKEN & MICHAELS	
Serial Number:	78241929	NCO ATTORNEY NETWORK SERVICES	
Serial Number:	78977409	NCOEFORWARDEASE	
Serial Number:	78410577	NCOEFORWARDEASE	
Serial Number:	78410590	NCOERECOVEREASE	
Serial Number:	78241926	NCO ERECOVEREASE	
Serial Number:	85024964	NCO HEALTHCARE SERVICES	
Serial Number:	85642160	PROFIT RECOVERY	
Serial Number:	77668920	Q	
Serial Number:	75166492	QUALINK	
Serial Number:	77868035	TOTAL DEBT MANAGEMENT	
Serial Number:	76350586	TRANSWORLD SYSTEMS	
TRADEMARK			

OP \$715.00 85642157

Property Type	Number	Word Mark
Serial Number:	73457714	TRANSWORLD SYSTEMS INC.
Serial Number:	85225383	TRANSWORLD SYSTEMS UNIVERSITY
Serial Number:	85219538	TRANSWORLD SYSTEMS UNIVERSITY
Serial Number:	85909569	TRANSWORLD SYSTEMS VET COLLECT
Serial Number:	74253400	TSI
Serial Number:	73837366	UAS
Serial Number:	74029017	UAS
Serial Number:	74029018	UAS EXCELLENCE SINCE 1969
Serial Number:	77668916	UAS UNIVERSITY ACCOUNTING SERVICE, LLC

CORRESPONDENCE DATA

Fax Number: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	INS1-39825
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	11/04/2014

Total Attachments: 7
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THIS TRADEMARK SECURITY AGREEMENT IS SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 31, 2014 (AS AMENDED, AMENDED AND RESTATED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME), AMONG ASTON ACQUISITION CORPORATION, ASTON ESCROW CORPORATION TO BE MERGED WITH AND INTO TRANSWORLD SYSTEMS INC., THE GRANTORS PARTY THERETO, BANK OF AMERICA, N.A., AS CREDIT AGREEMENT COLLATERAL AGENT, THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., AS SENIOR SECURED NOTES COLLATERAL AGENT AND EACH ADDITIONAL COLLATERAL AGENT FROM TIME TO TIME PARTY THERETO.

Trademark Security Agreement

Trademark Security Agreement, dated as of October 31, 2014, by Transworld Systems Inc. (the "Pledgor"), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as collateral agent pursuant to the Security Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Indenture and any Additional Pari Passu Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

Notwithstanding the foregoing in no event shall Pledged Collateral include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15

U.S.C. Section 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any Trademark registration that issues from such intent-to-use applicable under applicable federal law.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

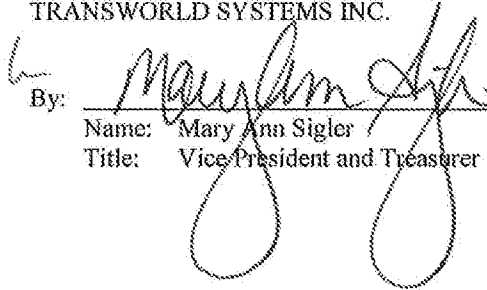
SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

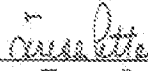
TRANSWORLD SYSTEMS INC.

By:  _____
Name: Mary Ann Sigler
Title: Vice President and Treasurer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Collateral Agent

By: 
Name: Teresa Petta
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Transworld Systems Inc.	9163	CREDIT MANAGEMENT SERVICES
Transworld Systems Inc.	35791	TRANSMITTAL
Transworld Systems Inc.	19851016532	TRANSMITTAL
Transworld Systems Inc.	S05359	TRANSMITTAL
Transworld Systems Inc.	11517	TRANSMITTAL
Transworld Systems Inc.	18623	TRANSWORLD SYSTEMS, INC
Transworld Systems Inc.	18640	TSI

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Transworld Systems Inc.	85642157 ¹	ACCELERATOR
Transworld Systems Inc.	85627045	COLLECTION DESK
Transworld Systems Inc.	85627041	DENTAL COLLECT
Transworld Systems Inc.	85642155 ²	DRSLINK
Transworld Systems Inc.	85627047	GREENFLAG
Transworld Systems Inc.	78660241	GREENFLAG PROFIT RECOVERY BY TRANSWORLD SYSTEMS & Design

¹ This application is a pending ITU application.

² This application is a pending ITU application.

OWNER	APPLICATION NUMBER	TRADEMARK
Transworld Systems Inc.	75658207	MAKING CASH FLOW
Transworld Systems Inc.	74278461	MILLIKEN & MICHAELS
Transworld Systems Inc.	78241929	NCO ATTORNEY NETWORK SERVICES
Transworld Systems Inc.	78977409	NCO EFORWARDEASE & Design
Transworld Systems Inc.	78410577	NCO EFORWARDEASE & Design
Transworld Systems Inc.	78410590	NCO EFORWARDEASE & Design
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Transworld Systems Inc.	506368	TSI TRANSWORLD SYSTEMS & Design
Transworld Systems Inc.	73837366	UAS
Transworld Systems Inc.	74029017	UAS
Transworld Systems Inc.	74029018	UAS EXCELLENCE SINCE 1969 & Design
Transworld Systems Inc.	77668916	UAS UNIVERSITY ACCOUNTING SERVICE, LLC

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