

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

NCO Holdings, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other _____
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other corrected security agreement to correct incorrect trademark no. 2,260,996 on reel/frame 002737/0828
- Merger
- Change of Name

Execution Date: 10/13/03

2. Name and address of receiving party(ies)

Name: Citizens Bank of Pennsylvania
Internal Address: Citizens Gateway Center
Street Address: 3025 Chemical Road, Suite 300
City: Plymouth Meeting State: PA Zip: 19462-1739

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other state chartered bank

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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2,265,996

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Christopher M. Turk, Esquire
Internal Address: Blank Rome LLP

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2555

DO NOT USE THIS SPACE

9. Signature.

Christopher M. Turk, Esquire
Name of Person Signing

Christopher M. Turk
Signature

Nov. 7, 2003
Date

Total number of pages including cover sheet, attachments, and document: 15

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$40.00 022555 2265996

BLANK ROME
10/28/2003
700050153

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|---|--|--|--|---|--|
| Form PTO-1594 (Rev. 10/02) CMG No. 0851-0027 (exp. 9/30/2005) | | RECORDATION FORM COVER SHEET TRADEMARKS ONLY | | U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office | |
| To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof. | | | | | |
| 1. Name of conveying party(ies): <u>NCO Holdings, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | 2. Name and address of receiving party(ies) Name: <u>Citizens Bank of Pennsylvania</u> Internal Address: <u>Citizens Gateway Center</u> Street Address: <u>3025 Chemical Road, Suite 300</u> City: <u>Plymouth Meeting</u> State: <u>PA</u> Zip: <u>19462-1738</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>state chartered bank</u> <small>If assignee is not domiciled in the United States, a domicile representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</small> | | |
| 3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>10/13/2003</u> | | | | | |
| 4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/230,118;</u> <u>76/230,530; 76/441,143; 76/230,120</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | B. Trademark Registration No.(s) <u>2,671,154;</u> <u>2,268,996; 2,409,705; 2,270,128;</u> | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher M. Turk, Esquire</u> Internal Address: <u>Blank Rome LLP</u> Street Address: <u>One Logan Square</u> City: <u>Philadelphia</u> State: <u>PA</u> Zip: <u>19103</u> | | | 6. Total number of applications and registrations involved: 19 7. Total fee (37 CFR 3.41).....\$ <u>490.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account B. Deposit account number: <u>02-2555</u> | | |
| DO NOT USE THIS SPACE | | | | | |
| 9. Signature: <u>Christopher M. Turk, Esquire</u> Name of Person Signing | | | <u>Christopher M. Turk</u> <u>Oct. 28, 2003</u> Signature Date Total number of pages including cover sheet, attachments, and document: 7 | | |

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20521

FILED \$490.00 022555 76230118

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C
Edition 06/2003
GMS 9851-9927

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Description must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

MEMORANDUM OF TRADEMARK SECURITY INTEREST

This Memorandum of Trademark Security Interest ("Memorandum"), dated October 13, 2003 is entered into by the undersigned ("Grantor") and delivered to **CITIZENS BANK OF PENNSYLVANIA** as agent and representative of the Lenders and other holders of Secured Obligations referred to below (in such capacity, together with its successors and assigns, the "Collateral Agent").

Background

A. This Memorandum is being delivered in connection with that certain Sixth Amended and Restated Credit Agreement among Collateral Agent, the financial institutions a party thereto as Lenders, other agents referred to therein, and NCO Group, Inc., as Borrower, dated as of August 13, 2003 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement"), and that certain Second Amended and Restated Security Agreement, dated as of August 13, 2003 among Grantor, certain of its affiliates, and Collateral Agent (as it may hereafter be amended, modified, restated or replaced from time to time, the "Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Security Agreement.

B. To induce the Lenders to enter into and perform under the Credit Agreement, Grantor granted to Collateral Agent for the benefit of Lenders as security for the Secured Obligations a lien on and security interest in all of the Collateral.

C. Grantor possesses certain trademarks, trade names and trademark registrations as set forth on Schedule A attached hereto and made part hereof (together with any and all proceeds thereof, "Trademarks"). Grantor and Collateral Agent desire to execute this Memorandum for the purpose of, *inter alia*, granting, ratifying and confirming Collateral Agent's lien on and security interest in the Trademarks, as more fully set forth in the Security Agreement, and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor, intending to be legally bound hereby, covenants and agrees as follows:

1. In consideration of and pursuant to the terms of the Security Agreement, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Secured Obligations, Grantor grants a lien and security interest to Collateral Agent, for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Trademarks (together with any and all good will connected with such trademarks, trade names and trademark registrations), subject to the terms of the Security Agreement.

2. Grantor acknowledges and confirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference.

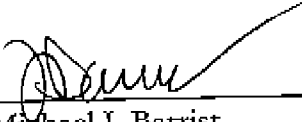
3. Except as expressly amended by this Memorandum, all of the terms, conditions and provisions of the Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

4. This Memorandum 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. Signature by facsimile shall also bind the parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

NCO HOLDINGS, INC.

By: 
Name: Michael J. Barrist
Title: President

Approved and accepted:

CITIZENS BANK OF PENNSYLVANIA,
as Collateral Agent

By: _____
Name:
Title:


IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

NCO HOLDINGS, INC.

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

Approved and accepted:

CITIZENS BANK OF PENNSYLVANIA,
as Collateral Agent

By: 
Name: Leslie Broderick
Title: Vice President

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA *Montgomery* :

On this 13th day of October 2003, before me personally appeared Michael J. Barrist, who being duly sworn, deposes and says that he is the President of NCO Holdings, Inc., a Delaware corporation described in the foregoing document, that he in such capacity as President of said corporation is authorized to execute on behalf of the said corporation the foregoing document for the purposes contained therein, and that he is the person whose name and signature is subscribed to the foregoing document.

Notarial Seal
Mary Ann Armstrong, Notary Public
Upper Dublin Twp., Montgomery County
My Commission Expires May 21, 2005

Mary Ann Armstrong

Notary Public

My commission expires: 5/21/05

SCHEDULE A

| Mark | Reg. No. (App. No.) | Reg. Date (File Date) | Owner | Assignee |
|--------------------------------------|------------------------|--------------------------|---|----------|
| NCOEPAYMENTS | (76/230,118) | (3/26/2001) | NCO Holdings, Inc. | N/A |
| NCOEPAYMENT (Stylized) | (76/230,530) | (3/26/2001) | NCO Holdings, Inc. | N/A |
| NCO ACCESS | 2,671,154 | 1/7/2003 | NCO Holdings, Inc. | N/A |
| EARLY CONTACT | (76/441,143) | (8/12/2002) | NCO Holdings, Inc. | N/A |
| NCOPORTFOLIO | (76/230,120) | (3/26/2001) | NCO Holdings, Inc. | N/A |
| NCOPORTFOLIO (Stylized) | (76/230,119) | (3/26/2001) | NCO Holdings, Inc. | N/A |
| NCO PORTFOLIO MANAGEMENT, INC. | (76/230,121) | (3/26/2001) | NCO Holdings, Inc. | N/A |
| NCO (Stylized) | 2,265,996 | 8/3/1999 | NCO Holdings, Inc. | N/A |
| NCO FINANCIAL SYSTEMS, INC. | 2,409,705 | 12/5/2000 | NCO Holdings, Inc. | N/A |
| NCO GROUP | 2,270,128 | 8/17/1999 | NCO Holdings, Inc. | N/A |
| MMMM (Stylized) | 1,862,739 | 11/15/1994 | NCO Holdings, Inc. | N/A |
| MANAGEMENT ADJUSTMENT BUREAU | 2,180,029 | 8/11/1998 | NCO Holdings, Inc. | N/A |
| MILLIKEN & MICHAELS | 1,752,873 | 2/16/1993 | NCO Holdings, Inc. | N/A |
| NCO ATTORNEY NETWORK SERVICES | (78/241,929) | (4/25/2003) | NCO Holdings, Inc. | N/A |
| NCO ERECOVEREASE | (78/241,926) | (4/25/2003) | NCO Holdings, Inc. | N/A |
| MEDSOURCE & DESIGN | (75/321,654) | (7/9/1997) | NCO Holdings, Inc. | N/A |
| NCOFORWARDEASE (Stylized) | (78/273,280) | (7/11/2003) | NCO Holdings, Inc. | N/A |
| MEDSOURCE FINANCIAL SERVICES | (75/321,652) | (7/9/1997) | Management Financial Services, Inc. | N/A |
| MEDSOURCE SOLUTIONS | (75/321,653) | (7/9/1997) | Management Financial Services, Inc. | N/A |