

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Diversified Collection Services, Inc.		01/08/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA	
Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Dr.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2552472	DCS
Registration Number:	2522495	DCS
Registration Number:	2620518	DIVERSIFIED COLLECTION SERVICES

CORRESPONDENCE DATA	
Fax Number:	(312)863-7812
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-863-7190
Email:	nathaniel.panek@goldbergkohn.com
Correspondent Name:	Nathaniel Panek
Address Line 1:	55 E. Monroe Street
Address Line 2:	Ste. 3700
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.043
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NAME OF SUBMITTER:	Nathaniel Panek
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Total Attachments: 5
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**TRADEMARK
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OP \$90.00 2552472

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of January 8, 2004, by DIVERSIFIED COLLECTION SERVICES, INC., a California corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for Lenders ("Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among DCS Business Services, Inc. ("Borrower"), Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guaranty and Collateral Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement");

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing (until all of the Obligations, other than contingent indemnification obligations to the extent no claim giving rise thereto has been asserted, have been satisfied by payment in full in accordance with the Credit Agreement, no Letter of Credit which is not fully cash collateralized in a manner reasonably acceptable to Agent is outstanding and the Commitments have been terminated) first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (as defined in that certain Guarantee and Collateral Agreement of even date herewith among Agent, Grantor, Borrower and DCS Holdings, Inc.) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

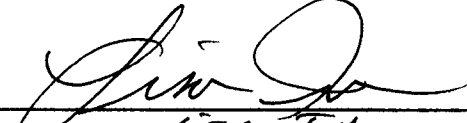
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

DIVERSIFIED COLLECTION SERVICES, INC.

By: 
Name: CISA IM
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: _____
Name: _____
Title: _____

Signature Page -- Trademark Security Agreement

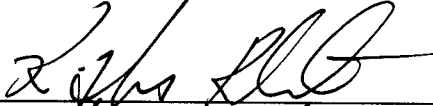
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DIVERSIFIED COLLECTION SERVICES, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

MADISON CAPITAL FUNDING LLC, as Agent

By: 
Name: R. Thomas Kimmick
Title: MANAGING DIRECTOR

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

1	Diversified Collection Services, Inc.	DCS and Design	2,552,472	4/23/2001	3/26/2002
2	Diversified Collection Services, Inc.	DCS	2,522,495	4/23/2001	12/25/2001
3	Diversified Collection Services, Inc.	Diversified Collection Services	2,620,518	4/30/2001	9/17/2002