

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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) Association General Partnership Limited Partnership Corporation-State Other

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other corrected security agreement to correct incorrect trademark no. 78/321,654 on reel/frame: 2737/0828

Execution Date: 10/13/2003

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

A. Trademark Application No.(s) 75/321,654

B. Trademark Registration No.(s)

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 Jan. 23, 2004 Signature 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 75321654

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 10/13/2003

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

A. Trademark Application No.(s) 76/230,118;
76/230,530; 76/441,143; 76/230,120

B. Trademark Registration No.(s) 2,671,154;
2,268,996; 2,409,705; 2,270,128;

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:

19

7. Total fee (37 CFR 3.41).....\$ 490.00

- 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

Oct. 28, 2003
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. 20231

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/05
OMB 0551-0027

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)

City

State/Country

Zip Code

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 (Designation 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)

76/230,119	76/230,121	78/241,929
78/241,926	75/321,654	78/273,280
75/321,652	75/321,653	

3,863,739	2,180,029	1,752,873

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.

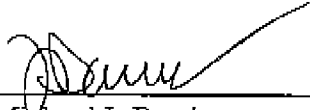
3. Except as expressly amended by this Memorandum, all of the terms, conditions and provisions of the Security Agreement are hereby ratified and continue unchanged and remain in full force and effect.

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:

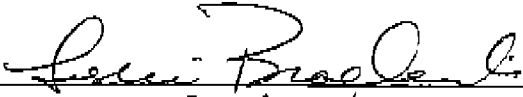
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the day and year first above written.

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, 2006

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)	2,268,996	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