

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

208128

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

NCO Holdings, Inc.
507 Prudential Boulevard
Horsham, PA 19044

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

Citizenship (see guidelines) US

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citizens Bank of Pennsylvania

Internal

Address: 3025 Chemical Road, Suite 300

Street Address: 3025 Chemical Road, Suite 300

City: Plymouth Meeting

State: PA

Country: US Zip: 19462

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship US
- Other _____ Citizenship _____

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) June 21, 2005

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

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Joseph M. Imhof, Esquire

Internal Address: DRINKER BIDDLE & REATH, LLP

One Logan Square

Street Address: 18th & Cherry Streets

City: Philadelphia

State: PA Zip: 19103

Phone Number: 215-988-2700

Fax Number: 215-988-2757

Email Address: Joseph.Imhof@dbr.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$275(\$65pd)

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-0573
Authorized User Name Joseph M. Imhof

9. Signature:

Signature

12-15-2005

Date

Joseph M. Imhof

Name of Person Signing





Total number of pages including cover sheet, attachments, and document: **8**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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**SCHEDULE A
TRADEMARKS AND TRADEMARK APPLICATIONS**

<i>Service Mark</i>	<i>Country</i>	<i>(Application Number) Registration Number</i>	<i>(Application Date) Registration Date</i>	<i>Int. Class(es)</i>	<i>Status</i>
NCO (Stylized) NCO	Canada	(1,213,980)	(04/20/04)	N/A	Pending
NCO ACCESS	Canada	(1,213,977)	(04/20/04)	N/A	Pending
NCO ATTORNEY NETWORK SERVICE	Canada	(1,213,973)	(04/20/04)	N/A	Pending
NCO ERECOVEREASE	Canada	(1,213,976)	(04/20/04)	N/A	Pending
NCOEPAIDMENTS	Canada	(1,213,972)	(04/20/04)	N/A	Pending
NCO PORTFOLIO	Canada	(1,213,975)	(04/20/04)	N/A	Pending
NCO GROUP & Design ◆ NCO GROUP	China	(4,029,280)	(04/21/04)	36	Pending
NCO GROUP & Design ◆ NCO GROUP	CTM	(3,739,191)	(03/29/04)	36	Pending
NCO GROUP & Design ◆ NCO GROUP	India	(1,276,054)	(04/01/04)	36	Pending
NCO GROUP & Design ◆ NCO GROUP	Philippines	(4-2004-0003366)	(04/13/04)	36	Pending
EARLY CONTACT	United States	2,758,489	09/02/03	36	Registered
MANAGEMENT ADJUSTMENT BUREAU	United States	2,180,029	08/11/98	35 & 36	Registered
MILLIKEN & MICHAELS	United States	1,752,873	02/16/93	36	Registered

<i>Service Mark</i>	<i>Country</i>	<i>(Application Number) Registration Number</i>	<i>(Application Date) Registration Date</i>	<i>Int. Class (es)</i>	<i>Status</i>
MMMM (stylized) 	United States	1,862,739	11/15/94	36	Registered
NCO (Stylized) 	United States	2,265,996	08/03/99	35 & 36	Registered
NCO ACCESS	United States	2,671,154	01/07/03	35	Registered
NCO ATTORNEY NETWORK SERVICES	United States	(78/241,929)	(04/25/03)	36	Pending
NCO ERECOVEREASE	United States	2,817,564	02/24/04	36	Registered
NCO FINANCIAL SYSTEMS, INC.	United States	2,409,705	12/05/00	35 & 36	Registered
NCO GROUP	United States	2,270,128	08/17/99	35 & 36	Registered
NCO PORTFOLIO MANAGEMENT, INC.	United States	2,785,368	11/25/03	36	Registered
NCOEPAYMENTS	United States	(76/230,118)	(03/26/01)	36	Pending
NCOEPAYMENTS (Stylized) 	United States	(76/230,530)	(03/26/01)	36	Pending
NCOPORTFOLIO	United States	2,760,731	09/09/03	35	Registered
NCOPORTFOLIO (Stylized) 	United States	2,760,730	09/09/03	36	Registered

GRANT OF SECURITY INTEREST

WHEREAS, NCO Holdings, Inc., a Delaware corporation (herein referred to as "Debtor"), owns all right, title and interest in and to the trademarks listed on the annexed Schedule A (the "Trademarks");

WHEREAS, Debtor is obligated to CITIZENS BANK OF PENNSYLVANIA as Administrative Agent for itself and other Secured Parties referred to in the Agreement defined (in such capacity, with its successors and assigns hereinafter referred to as "Agent") pursuant to a Security Agreement dated as of June 21, 2005 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Agreement") in favor of the Agent; and

WHEREAS, Pursuant to the Agreement, Debtor granted to Agent (for the benefit of the Secured Parties) a security interest in all right, title and interest of Debtor in and to, among other things, the Trademarks, and all proceeds thereof, including, without limitation, any and all past, present and future causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

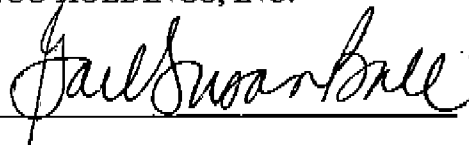
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to Agent a security interest in the Collateral to secure the prompt payment, performance and observance of its obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 21st day of June, 2005.

NCO HOLDINGS, INC.

By: _____



Name: _____

Gail Ball

Title: _____

Vice President and Treasurer

STATE OF Pennsylvania
COUNTY OF Montgomery ss.:

On this 20th day of June, 2005, before me personally appeared **Gail Ball**, to me known, who, being by me duly sworn, did depose and say that she is a Vice President and Treasurer of NCO Holdings, Inc., a Delaware corporation, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that she signed her name thereto pursuant to such authority.

Dona K. Freitas
Notary Public

