

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Notice

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Receivable Management Services Corporation		09/02/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	2001 Clayton Road
Internal Address:	Building B
City:	Concord
State/Country:	CALIFORNIA
Postal Code:	94520
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3295720	DEBTALERT
Registration Number:	1270228	DEBT SCAN
Registration Number:	3066957	RECEIVABLE CHAIN MANAGEMENT
Registration Number:	3274942	SYNERGY WORKSTATION
Registration Number:	2873116	ETERMSACH
Registration Number:	3112981	RMS

CORRESPONDENCE DATA

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (704) 350-7738
 Email: bsmith@winston.com
 Correspondent Name: Betty G. Smith
 Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.
 Address Line 2: 22nd Floor

900171273

**TRADEMARK
 REEL: 004275 FRAME: 0556**

CH \$165.00 3295720

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	003165.07070
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NAME OF SUBMITTER:	Betty G. Smith
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Signature:	/Betty G. Smith/
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Date:	09/09/2010
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Total Attachments: 4

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TRADEMARK SECURITY NOTICE

Trademark Security Notice (this "Agreement") dated as of September 2, 2010 by and between THE RECEIVABLE MANAGEMENT SERVICES CORPORATION, a Delaware corporation (the "Grantor"), having its chief executive office at 240 Emery Street, Bethlehem, PA 18015 and BANK OF AMERICA, N.A., as Lender (the "Lender"), with offices at Building B, 2001 Clayton Rd., Concord, CA 94520-2405.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") between Receivable Management Services Corporation, as Borrower (the "Borrower") and the Lender, (b) the Guaranty dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") executed by the Grantor and certain of the Borrower's other Subsidiaries in favor of the Lender, and (c) the Pledge and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement") executed by the Borrower, the Grantor and certain of the Borrower's other Subsidiaries in favor of the Lender. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the grant pursuant to the Pledge and Security Agreement, to the Lender, of a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each trademark of the Grantor, including, without limitation, each trademark listed on Schedule A; and
- (ii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any trademark, including, without limitation, any trademark listed on Schedule A or (b) injury to the goodwill associated with any trademark.

The rights and remedies of the Lender with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

THE RECEIVABLE MANAGEMENT SERVICES CORPORATION, as Grantor

By: *Michael Kronenfeld*
Name: MICHAEL KRONENFELD
Title: CFO

ACKNOWLEDGMENT

STATE OF PENNSYLVANIA
COUNTY OF NORTHAMPTON

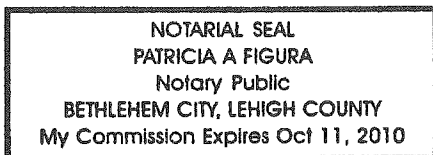
I, PATRICIA A. FIGURA, a Notary Public for said County and State, do hereby certify that MICHAEL KRONENFELD personally appeared before me this day and stated that (s)he is CFO of The Receivable Management Services Corporation and acknowledged, on behalf of The Receivable Management Services Corporation the due execution of the foregoing instrument.

Witness my hand and official seal, this 2nd day of September, 2010.

Patricia A. Figura
Notary Public

My commission expires:

10/11/2010



The Receivable Management Services Corporation
Trademark Security Notice

TRADEMARK
REEL: 004275 FRAME: 0559

Agreed and Accepted as of the 2nd day of
September, 2010.

BANK OF AMERICA, N.A.,
as Lender

By: _____

Name: William S. Rowe


Title: Senior Vice President

The Receivable Management Services Corporation
Trademark Security Notice

TRADEMARK
REEL: 004275 FRAME: 0560

Schedule A
to
Trademark Security Notice

TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Date Registered</u>
"DEBT ALERT"	78923226	July 6, 2006	3,295,720	September 18, 2007
"DEBT SCAN"	73376006	July 22, 1982	1,270,228	March 13, 1984
RECEIVABLE CHAIN MANAGEMENT	78575117	February 25, 2005	3,066,957	March 7, 2006
SYNERGY WORKSTATION	78896542	May 31, 2006	3,274,942	August 7, 2007
"ETERMSACH"	76256553	May 15, 2001	2,873,116	August 17, 2004
	78508217	October 29, 2004	3,112,981	July 4, 2006