

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Collateral Agreement (Second Lien)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Unifund CCR Partners		05/27/2011	General Partnership: NEW YORK
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3441316	AVID	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1632090		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		

CH \$40.00 3441316

Date:

05/31/2011

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 27th day of May, 2011, Unifund CCR Partners, a New York general partnership (“*Debtor*”) with its principal place of business and mailing address at 10625 Techwoods Circle, Cincinnati, Ohio 45242, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Fifth Third Bank, an Ohio banking corporation (“*Fifth Third*”), with its mailing address at 38 Fountain Square Plaza, MD 109047, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property:

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor and certain of its affiliates as set out in that certain Second Lien Security Agreement bearing even date herewith by and among Debtor and certain of its affiliates and the Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-To-Use Applications*”), but rather, if and so long as Debtor’s Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

The lien and security interest in the trademarks, trademark registrations and trademark applications granted to the Agent and the exercise of any right or remedy of the Agent are

subject to the provisions of that certain Intercreditor Agreement dated as of the date hereof (such Intercreditor Agreement, as the same may be amended, modified, restated or supplemented from time to time, the "*Intercreditor Agreement*"), by and among Fifth Third Bank, as First Lien Collateral Agent, Fifth Third Bank, as Second Lien Collateral Agent, and certain other persons party thereto or that may become party thereto from time to time. In the event of any conflict between the terms of this Trademark Collateral Agreement and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall govern and control.

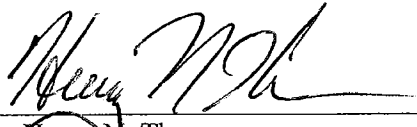
Debtor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

UNIFUND CCR PARTNERS, a New York general partnership

By: CREDIT CARD RECEIVABLES FUND
INCORPORATED, its authorized general partner

By 
Name Henry N. Thoman
Title Vice President

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By _____
Name _____
Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT (SECOND LIEN)]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

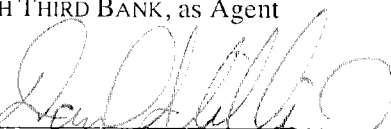
UNIFUND CCR PARTNERS, a New York general partnership

By: CREDIT CARD RECEIVABLES FUND
INCORPORATED, its authorized general partner

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By  _____
Name David J. Williams
Title SVP

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT (SECOND LIEN)]

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

MARKS	REG. NO.	REGISTRATION DATE
AVID	3441316	JUNE 3, 2008