

08-2280-CD
HSBC Bank NV vs Mary V. Trich

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HSBC BANK NEVADA, N.A

Plaintiff

No: 08-2280-CD

vs.

COMPLAINT IN CIVIL ACTION

MARY V TRICH

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06497570 C N Pit TSW

S
FILED *cc Sheriff*
11/09/08
NOV 25 2008 *Atty pd. 05.00*
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HSBC BANK NEVADA, N.A

Plaintiff
vs. Civil Action No
MARY V TRICH
Defendant

COMPLAINT AND NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by an attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
230 EAST MARKET ST., SUITE 228
CLEARFIELD, PA 16830
(814) 765-2641, ext 1300-1301

COMPLAINT

1. Plaintiff, HSBC BANK NEVADA, N.A is a corporation with offices at 1111 TOWN CENTER DR. LAS VEGAS , NV 89193 .

2. Defendant is adult individual(s) residing at the address listed below:

MARY V TRICH
9626 TYLER RD
PENFIELD, PA 15849

3. Defendant applied for and received a credit card bearing the account number XXXXXXXXXXXX3110 .

4. Defendant made use of said credit card and has a current balance due of \$1898.60 , as of September 11, 2008 .

5. Defendant is in default by failing to make monthly payments when due. As such, the entire balance is immediately due and payable to Plaintiff.

6. Plaintiff is entitled to the addition of interest at the rate of 6.000% per annum on the unpaid balance from September 11, 2008 . A copy of Plaintiff's STATEMENT is attached hereto, marked as Exhibit "1" and made a part hereof.

7. Although repeatedly requested to do so by Plaintiff, Defendant has willfully failed and/or refused to pay the balance due to Plaintiff.

Wherefore, the Plaintiff prays for judgment in its favor and against Defendant , MARY V TRICH , INDIVIDUALLY , in the amount of \$1898.60 with continuing interest thereon at the rate of 6.000% per annum from September 11, 2008 plus costs.


James C. Warmbrodt, 42524
WELTMAN, WEINBERG & REIS CO., L.P.A.
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
(412) 434-7955
FAX: 412-338-7130
06497570 C N Pit TSW

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

HOUSEHOLD BANK GOLD



6497570

MARY V TRICH

Page 1 of 1

ACCOUNT SUMMARY		PAYMENT SUMMARY		BALANCE SUMMARY	
ACCOUNT NUMBER	5408-0100-0452-3110	MINIMUM PAYMENT*	\$81.00	PREVIOUS BALANCE	\$2,304.44
TOTAL CREDIT LIMIT	\$0	PAYMENT DUE DATE	04/09/08	PAYMENTS/CREDITS	\$0.00
TOTAL CREDIT LIMIT AVAILABLE	\$0	OVERLIMIT AMOUNT	\$2,304.44	PURCHASES/DEBITS	\$0.00
STATEMENT DATE	03/16/08	PAST DUE AMOUNT	\$484.00	FINANCE CHARGE	\$0.00
		CURRENT PAYMENT DUE*	\$2,304.44	NEW BALANCE	\$2,304.44

*To avoid additional late and/or overlimit fees, you must pay the Current Payment Due (which includes the Minimum Payment and any Past Due and/or Overlimit Amounts). *See About Your Payment on reverse for an explanation of these amounts.*

FINANCE CHARGE CALCULATION

This is a grace account. Grace period information on back.

	Average Daily Balance	Daily Periodic Rate	Days in Billing Cycle	At Periodic Rate	FINANCE CHARGE	Nominal Annual Percentage Rate	ANNUAL PERCENTAGE RATE
PURCHASES	\$0.00	0.08080%	0	\$0.00	\$0.00	29.49%	29.490%
CASH ADVANCES	\$0.00	0.00000%	0	\$0.00	\$0.00	29.49%	29.490%

EXHIBIT

✓ MAIL PAYMENTS TO:
 HSBC CARD SERVICES
 PO BOX 17051
 BALTIMORE MD 21297-1051

QUESTIONS?

24-HOUR CUSTOMER SERVICE
 1-800-477-8000
 OUTSIDE USA, COLLECT: 1-757-523-3880
 TDD HEARING IMPAIRED: 1-800-395-9020

✉ MAIL INQUIRIES TO:
 HSBC CARD SERVICES
 PO BOX 81622
 SALINAS CA 93912-1622

✉ Manage your account online at:
www.householdbank.com

00054793 EXCPT

090550 5 Z 15 0000000103 G STMTXO E 3

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT: To Assure Proper Credit Please Write Your Account Number On Your Check

Account Number	5408-0100-0452-3110	
New Balance	\$2,304.44	Minimum Payment \$81.00
Payment Due Date	04/09/08	Current Payment Due \$2,304.44

Include account number on check to HSBC CARD SERVICES. Do not send cash. Send payment 7 to 10 days prior to Payment Due Date to ensure timely delivery. To avoid additional late and/or overlimit fees, pay the Current Payment Due.

Amount
Enclosed

MARY V TRICH
 9626 TYLER RD
 PENFIELD PA 15849-8128

XXXXXXXXXXXXXXXXXXXX

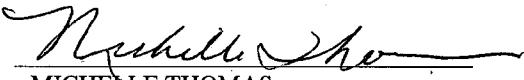
HSBC CARD SERVICES
 PO BOX 17051
 BALTIMORE MD 21297-1051

XXXXXXXXXXXXXXXXXXXX

540801000452311000230444002304449

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. Section 4904 relating to unsworn falsification to authorities, that he/she is, MICHELLE THOMAS, employee, of HSBC BANK NEVADA, N.A., plaintiff herein, that he/she is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint in Civil Action are true and correct to the best of his/her knowledge, information and belief.


MICHELLE THOMAS

06497570
5408010004523110
\$1898.60

A049
WELTMAN, WEINBERG & REIS CO., L.P.A.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-2280-CD

HSBC BANK NEVADA, N.A
vs
MARY V. TRICH

SERVICE # 1 OF 1

COMPLAINT

SERVE BY: 12/25/2008 HEARING: PAGE: 104979

DEFENDANT: MARY V. TRICH
ADDRESS: 9626 TYLER RD
PENFIELD, PA 15849

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

S
FILED
013436N
DEC 16 2008

William A. Shaw
Prothonotary/Clerk of Courts

SHERIFF'S RETURN

NOW, 12 - 02 - 08 AT 3:10 AM/PM SERVED THE WITHIN

COMPLAINT ON MARY V. TRICH, DEFENDANT

BY HANDING TO MARY V. TRICH / DEFENDANT

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 9626 Tyler RD. PenFIELD, PA. 15849

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT FOR MARY V. TRICH

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO MARY V. TRICH

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF _____ 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY: Mark A. Conner

Deputy Signature

Mark A. Conner
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HSBC BANK NEVADA, NA

Plaintiff No. 08-2280-CD

vs. PRAECIPE FOR DEFAULT JUDGMENT

MARY V TRICH

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

JAMES C WARMBRODT, ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

WWR#06497570 LXR
Judgment Amount \$ 1944.47

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED *Atty pd.*
MT 59801 20.00
FEB 17 2009 1CC-Notice to Def.
S William A. Shaw
Prothonotary/Clerk of Courts Statement to Atty
60

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HSBC BANK NEVADA, NA

Plaintiff

vs.

Civil Action No. 08-2280-CD

MARY V TRICH

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

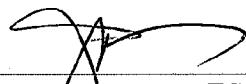
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, MARY V TRICH above named, in the default of an Answer, in the amount of \$1944.47 computed as follows:

Amount claimed in Complaint	\$1898.60
Interest from SEPTEMBER 11, 2008 to FEBRUARY 5, 2009 at the legal interest rate of 6% per annum	\$45.87
TOTAL	\$1944.47

I hereby certify that appropriate Notices of Default, as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
JAMES C WARMBRODT, ESQUIRE
PA I.D.#42524
Weltman, Weinberg & Reis Co., L.P.A.
1400 Koppers Bldg.
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955
WWR#06497570

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
And that the last known address of the Defendant is: 9626 TYLER RD PENFIELD, PA 15849

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

COPY

HSBC BANK NEVADA, NA

Plaintiff

vs.

Civil Action No. 08-2280-CD

MARY V TRICH

Defendant

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on February 17, 2009

Assumpsit Judgment in the amount
of \$1944.47 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's license and/or registration
will be suspended by the Department of Transportation, Bureau
of Traffic Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pro
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: Weltman
PROTHONOTARY (OR DEPUTY)

MARY V TRICH
9626 TYLER RD
PENFIELD, PA 15849

Plaintiff's address is:

c/o Weltman, Weinberg & Reis Co., L.P.A., 1400 Koppers Building, 436 7th Avenue, Pittsburgh, PA 15219
1-888-434-0085

IN THE COMMON PLEAS COURT OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HSBC BANK NEVADA, NA

Case no: 08-2280-CD

Plaintiff
vs.

NON-MILITARY AFFIDAVIT

MARY V TRICH

Defendant

The undersigned, who first being duly sworn, according to law, deposes and states as follows:

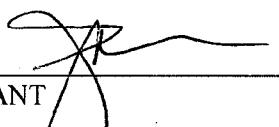
That he/she is the duly authorized agent of the Plaintiff in the within matter.

Affiant further states that the within Affidavit is made pursuant to and in accordance with the Servicemembers' Civil Relief Act (SCRA), 50 U.S.C. App. § 521.

Affiant further states that based upon investigation it is the affiant's belief that the Defendant, MARY V TRICH is not in the military service.

Affiant further states that this belief is supported by the attached certificate from the Defense Manpower Data Center (DMDC), which states that the Defendant, MARY V TRICH is not in the military service.

Further Affiant sayeth naught.



AFFIANT

SWORN TO AND SUBSCRIBED in my presence this 9th day
of January 2009.



NOTARY PUBLIC

This law firm is a debt collector attempting to collect this debt for our client and any information obtained will be used for that purpose.

IN THE COURT OF COMMON PLEAS CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

HSBC BANK NEVADA, N.A.

Plaintiff

Case No. 08-2280-CD

vs.

MARY V TRICH

Defendant

IMPORTANT NOTICE

TO:

MARY V TRICH
9626 TYLER RD
PENFIELD, PA 15849

Date of Notice: 1/21/09

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE, IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
SECOND & MARKET STREETS
CLEARFIELD, PA. 16830
(814) 765-2641, EXT 50-51

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: Patrick Woodman

Patrick Woodman

P.A.I.D.# 34507

WELTMAN, WEINBERG & REIS CO., L.P.A.

436 Seventh Avenue, 1400 Koppers Building

Pittsburgh, PA 15219

Phone: (412) 434-7955

6497570 N PIT KM3



Military Status Report
Pursuant to the Servicemembers Civil Relief Act

Last Name	First/Middle	Begin Date	Active Duty Status	Service/Agency
TRICH	MARY		Based on the information you have furnished, the DMDC does not possess any information indicating that the individual is currently on active duty.	

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Military.

Mary M. Snavely-Dixon

Mary M. Snavely-Dixon, Director
Department of Defense – Manpower Data Center
1600 Wilson Blvd., Suite 400
Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The Department of Defense strongly supports the enforcement of the Servicemembers Civil Relief Act [50 USCS Appx. §§ 501 et seq] (SCRA) (formerly the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's active duty status by contacting that person's Military Service via the "defenselink.mil" URL provided below. If you have evidence the person is on active-duty and you fail to obtain this additional Military Service verification, provisions of the SCRA may be invoked against you.

If you obtain further information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects current active duty status only. For historical information, please contact the Military Service SCRA points-of-contact.

See: <http://www.defenselink.mil/faq/pis/PC09SLDR.html>

WARNING: This certificate was provided based on a name and Social Security number (SSN) provided by the requester. Providing an erroneous name or SSN will cause an

LXR

erroneous certificate to be provided.

Report ID:PSQSPRFPJQ

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,
PENNSYLVANIA
STATEMENT OF JUDGMENT

HSBC Bank Nevada, N.A.

Plaintiff(s)

No.: 2008-02280-CD

Real Debt: \$1,944.47

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Mary V. Trich

Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 17, 2009

Expires: February 17, 2014

Certified from the record this 17th day of February, 2009.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104979
NO: 08-2280-CD
SERVICES 1
COMPLAINT

PLAINTIFF: HSBC BANK NEVADA, N.A.
vs.
DEFENDANT: MARY V. TRICH

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WELTMAN	3669178	10.00
SHERIFF HAWKINS	WELTMAN	3669178	36.72

S FILED
9:245 AM
MAR 24 2009

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of 2008



Chester A. Hawkins
Sheriff

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: William T. Molczan, Esquire
I.D. No. 47437
436 Seventh Avenue, Suite 1400
Pittsburgh, PA 15219
Phone: 412.434.7955
Fax: 412.434.7959
File # 6497570

Attorney for Plaintiff(s)

S
FILED NO
MAY 22 2012
JUN 14 2012
William A. Shaw
Prothonotary/Clerk of Courts

HSBC BANK NEVADA, N.A.

CLEARFIELD County
Court of Common Pleas

vs.

08-2280-CD

MARY V TRICH

**PRAECIPE TO SUBSTITUTE PURSUANT TO PENNSYLVANIA
RULE OF CIVIL PROCEDURE 2352**

TO THE PROTHONOTARY:

1. This matter involves a collection action instituted by Plaintiff, HSBC BANK NEVADA, N.A, against Defendant(s).
2. On or about May 1, 2012 Plaintiff, HSBC BANK NEVADA, N.A, assigned the account which is the subject matter of this action to Capital One Bank (USA), N.A.. See attached as Exhibit A, a copy of the Assignment of this account from current Plaintiff to Capital One Bank (USA), N.A..
3. Pursuant to the foregoing, kindly substitute Capital One Bank (USA), N.A. for HSBC BANK NEVADA, N.A as Plaintiff in the above matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By


William T. Molczan, Esquire
Attorney for Plaintiff

EXHIBIT A

BILL OF SALE

This BILL OF SALE (the “Bill of Sale”) dated May 1, 2012, is by and among HSBC Finance Corporation, a Delaware corporation, HSBC Retail Services, Inc., a Delaware corporation, HSBC Bank Nevada, N.A., a national banking association, HSBC Card Services Inc., a Delaware corporation, HSBC Receivables Acquisition Company I, a Delaware corporation and HSBC Receivables Funding Inc. II, a Delaware corporation (each, a “Transferring Entity”), in favor of Capital One, National Association, a national banking association (“CONA”), and Capital One Bank (USA), National Association, a national banking association (“COBNA”). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

WHEREAS, each of CONA and COBNA is a wholly owned Subsidiary of Capital One Financial Corporation (“Purchaser”);

WHEREAS, Purchaser, HSBC Finance Corporation, HSBC USA Inc. and HSBC Technology & Services (USA) Inc. are parties to that certain Purchase and Assumption Agreement, dated as of August 10, 2011 (the “Agreement”);

WHEREAS, pursuant to Section 2.1(a) of the Agreement, effective as of the Effective Time, each Seller, as applicable, is to sell, convey, transfer, assign and deliver, or cause one or more of its Subsidiaries to sell, convey, transfer, assign and deliver to Purchaser, and Purchaser is to purchase and accept from each Seller or its applicable Subsidiaries, all of each such Selling Entity’s right, title and interest in, to and under the Acquired Assets that are tangible personal property (the “Applicable Acquired Assets”);

WHEREAS, pursuant to Section 10.2 of the Agreement, Purchaser may assign its right under the Agreement to acquire any asset to any wholly owned Subsidiary without the prior written consent of any other party to the Agreement and has assigned its right to acquire the Applicable Acquired Assets to CONA or COBNA, as applicable; and

WHEREAS, pursuant to Sections 3.2(c) and 3.3(b) of the Agreement, the parties desire to execute and deliver at the Closing this Bill of Sale to evidence the sale, conveyance, transfer, assignment and delivery of the Applicable Acquired Assets owned by the Transferring Entities to Purchaser and/or its wholly owned Subsidiaries as of the Closing Date.

NOW, THEREFORE, in consideration of the payment by Purchaser and/or its wholly owned Subsidiaries of the Purchase Price and the assumption by Purchaser and/or its wholly owned Subsidiaries of the Assumed Liabilities for the sale, conveyance, transfer, assignment and delivery of the Acquired Assets owned by the Selling Entities, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Transferring Entity, intending to be legally bound, does hereby sell, convey, transfer, assign and deliver to CONA and COBNA, and their successors and assigns, in accordance with the allocations set forth on Annex A hereto, all of such Transferring Entity’s right, title and interest in, to and under the Applicable Acquired Assets owned by it free and clear of all Liens (except for Permitted Liens); TO HAVE AND TO HOLD unto CONA and COBNA (in accordance with the allocations set forth on Annex A hereto), their successors and assigns, as applicable, to their

own use and benefit forever, all of the Applicable Acquired Assets hereby sold, assigned, transferred, conveyed and delivered as of the Closing.

THE PARTIES FURTHER COVENANT AND AGREE AS FOLLOWS:

a. From time to time each Transferring Entity and its successors and assigns shall, and shall cause its Subsidiaries to, without further consideration, cooperate, execute and deliver all such further bills of sale, assignments or other instruments of conveyance and transfer, and take such actions, all as may be reasonably requested by CONA and COBNA, and their successors or assigns, in order to carry out the sale, assignment, conveyance, transfer and delivery of the Applicable Acquired Assets covered by this Bill of Sale as contemplated in this Bill of Sale and the Agreement.

b. This Bill of Sale shall become effective as of the Effective Time at the Closing pursuant to the terms of the Agreement. Nothing in this Bill of Sale shall be deemed to constitute an agreement to sell, convey, transfer, assign or deliver to Purchaser or its Subsidiaries any Applicable Acquired Asset (or portion thereof) prior to the Effective Time.

c. This Bill of Sale is given pursuant to the provisions of the Agreement and the sale, conveyance, transfer, assignment, and delivery of the Applicable Acquired Assets hereunder are made subject to the terms and conditions of the Agreement and shall be construed consistently therewith. Nothing in this Bill of Sale, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand or limit in any way the rights of the parties under, and the terms of, the Agreement. In the event that any provision of this Bill of Sale is construed to conflict with a provision in the Agreement, the parties agree that the provision in the Agreement shall be controlling.

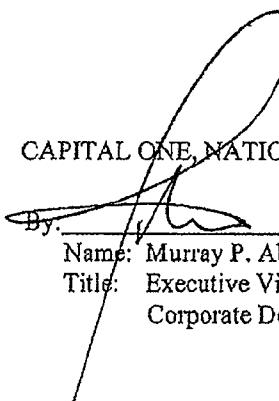
d. The following Sections of the Agreement are incorporated into this Bill of Sale by reference, to be applied and construed consistently with the application of such Sections in the Agreement as if such Sections were set forth herein: Sections 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.10 and 10.13.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

[signature pages have been distributed separately]

[Signature Page Bill of Sale]



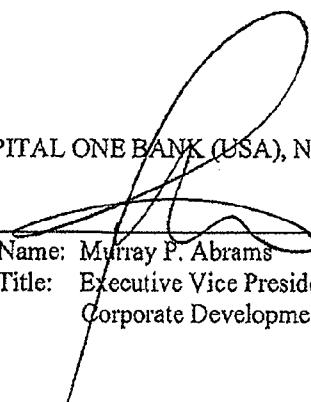
CAPITAL ONE, NATIONAL ASSOCIATION

By: _____

Name: Murray P. Abrams
Title: Executive Vice President,
Corporate Development

[Signature Page to Bill of Sale]

CAPITAL ONE BANK (USA), NATIONAL ASSOCIATION

By: 

Name: Murray P. Abrams
Title: Executive Vice President,
Corporate Development

[Signature Page to Bill of Sale]

Annex A

Allocations

1. The following Applicable Acquired Assets are hereby assigned to COBNA but only to the extent such Applicable Acquired Assets relate to the products set forth on Schedule A hereto (provided that any such Applicable Acquired Asset that is not fully separable between COBNA and CONA based on the products set forth on Schedule A shall not be assigned to COBNA and is instead hereby assigned to CONA in accordance with paragraph (2) below):

Acquired Assets

- i. All CRS Accounts and all Gross Receivables and Accrued Interest and Fees related to the CRS Accounts, and all Charged Off Accounts and the right to any recoveries or collections with respect thereto;
- ii. All CRS Account Agreements, pending applications for CRS Accounts and outstanding solicitations for CRS Accounts;
- iii. All loans associated with CRS Accounts (other than the Excluded Accounts);
- iv. The right to receive Interchange Fees and annual or other fees from Borrowers under the CRS Accounts, including the *pro rata* portion of any annual or other fees from Borrowers under the CRS Accounts for any period after the Effective Time;
- v. The *pro rata* portion of any fees paid in connection with the CRS Business for any period after the Effective Time;
- vi. the Books and Records and Cardholder List;
- vii. All BINs and ICAs used for the CRS Accounts;
- viii. Any security deposits related to Acquired Assets (if any);
- ix. Rights to provide the Enhancement Services and the right to provide enhancement services currently offered by the Sellers in connection with the CRS Business through third parties or Affiliates of Sellers that are not Selling Entities; and
- x. The Other Specified Assets that are: (1) loans without recourse, (2) contra credit balances, (3) other miscellaneous receivables and (4) unbilled and accrued interest less the *pro rata* portion of annual or other fees.

2. All of the Applicable Acquired Assets other than (i) the Transferred Intellectual Property and (ii) the Applicable Acquired Assets that are transferred to COBNA pursuant to paragraph (1) above are hereby transferred to CONA.

Schedule A

Products

1. American DreamCard
2. Cash Rewards
3. Client 5221
4. DAMARK (containing the Damark Visa logo but not the Damark Internat'l – Inactive logo)
5. Direct Merchants Bank Discover Network Card
6. Direct Reward Platinum Discover Network Card (Organic & Secondary)
7. Direct Rewards Platinum MasterCard
8. DMB
9. Household Bank
10. Household Bank - unsecured
11. Household Bank MasterCard (containing the HSBC MasterCard logo but not the Household Bank MasterCard logo)
12. Household Bank Refund Rewards Buying Card
13. Household Bank Secured
14. Household Bank Visa
15. HSBC
16. HSBC American Express
17. HSBC Discover Network Card
18. HSBC Platinum MasterCard
19. HSBC Platinum Visa
20. Metris Co
21. Orchard Bank Standard Secured
22. Orchard Bank Unsecured
23. Platinum MasterCard - Unbranded
24. Platinum Visa - Unbranded
25. Premier World MasterCard
26. Red Hat Society