


ASSIGNMENT

THIS ASSIGNMENT is effective as of July 6, 2001 between **UNIFUND PORTFOLIO A, LLC**, an Ohio limited liability company ("*Assignor*") and **UNIFUND CCR PARTNERS**, a New York General Partnership ("*Assignee*"). Unless otherwise defined herein, terms used herein shall have the meanings specified in the Servicing Agreement between Assignor and Assignee (the "*Agreement*").

Assignor, for value received and in connection with the Agreement, transfers and assigns to Assignee all of Assignor's rights in the Receivables, for collection purposes only, including conducting litigation in Assignee's name, for those Receivables which Assignor owns or may acquire from time to time. Assignor shall retain title and ownership of such Receivables. The assignment is without recourse to Assignor and without warranty of any kind (including, without limitation, warranties pertaining to title, validity, collectibility, accuracy or sufficiency of information, and applicability of any statute of limitations), except as stated in the Agreement or herein.

UNIFUND CCR PARTNERS

By: 
David Rosenberg
Credit Card Receivables Fund, Inc.,
President
a General Partner

UNIFUND PORTFOLIO A, LLC

By: 
David Rosenberg, Member