

10-16-1998



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TRADEMARK

1998 OCT -5 AM 9:52

GPR/FINANCE

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### FOR OFFICE USE ONLY

10/15/1998 SBURNS 00000015 022535 75320114

01 FC:481 40.00 CH  
02 FC:482 75.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20503

REEL: 1800 FRAME: 0154

10-5-01

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments.

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75/320,114"/>	<input type="text" value="75/312418"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,063,384"/>	<input type="text" value="2,148,271"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Timothy D. Pecsénye, Esq.

Name of Person Signing



Signature

9-29-98

Date Signed

**AMENDED AND RESTATED  
ASSIGNMENT AGREEMENT  
BY AND BETWEEN  
TELESPECTRUM WORLDWIDE INC.**

**AND**

**TLSP TRADEMARKS, INC.**

This AMENDED AND RESTATED ASSIGNMENT AGREEMENT (this "Agreement") is made as of this 9th day of August, 1996, between TeleSpectrum Worldwide Inc., a Delaware corporation with principal offices located at 443 South Gulph Road, King of Prussia, Pennsylvania 19406 ("TeleSpectrum"), and TLSP Trademarks, Inc., a Delaware corporation with its only office located at 919 North Market Street, Suite 200, Wilmington, DE 19801 ("TLSP").

**BACKGROUND**

TLSP is an investment management and trademark holding company organized under the applicable laws of Delaware. TeleSpectrum owns 1,000 shares of the common stock of TLSP, constituting 100% of the issued and outstanding shares of the common stock of TLSP. TeleSpectrum owns certain trademarks, trade names, and service marks, including all registration rights thereof, together with all future registration rights thereof, and all pending applications for registration thereof, as more particularly identified on Exhibit A, and of such additional trademarks, trade names and service marks, including all registration rights thereof, together with all future registration rights thereof, and all pending applications for registration

thereof, which shall be added to Exhibit A from time to time (hereafter, collectively referred to as the "Trademarks"). TeleSpectrum desires to contribute to TLSP all of TeleSpectrum's present and future ownership, right, title and interest in and to the Trademarks, including, without limitation, all goodwill of the business symbolized by the Trademarks, and all present, future and pending registrations associated therewith. TLSP desires to accept such contribution from TeleSpectrum.

### AGREEMENT

In consideration of the mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

(A) TeleSpectrum hereby assigns, transfers and conveys to TLSP all of TeleSpectrum's right, title and interest in and to the Trademarks, including all goodwill of the business symbolized by the Trademarks.

(B) TLSP hereby accepts the assignments described in Paragraph A and assumes all liabilities and obligations in connection with such assignment;

(C) TeleSpectrum hereby agrees to take whatever further action is deemed necessary or appropriate by TLSP to properly and completely effectuate the transfer to TLSP of the Trademarks and to establish full custody of such Trademarks by TLSP. The parties acknowledge the possible need or appropriateness in certain registration offices for separate

assignments relating solely to the specific Trademarks on record in such registration offices. Accordingly, without limitation, TeleSpectrum agrees to execute assignments substantially in the same form as attached hereto as Exhibit B, upon request of TLSP, in connection with separate assignments of individual Trademarks.

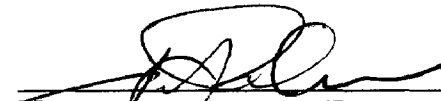
(D) This Agreement shall be governed by the internal laws of the State of Delaware, without reference to its conflicts of laws principles.

EXECUTION

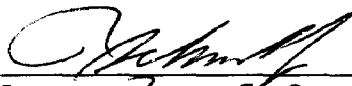
The parties hereto have caused this Agreement to be duly executed as of the date first written above.

[SEAL]

Attest:


  
Name: FRANCO J. PENNELLA  
Title: S.I.P.

TELESPECTRUM WORLDWIDE INC.

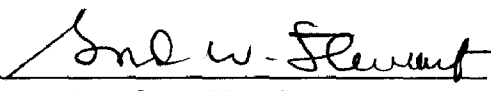
By:   
Name: RICHARD C. SCHWENK, JR.  
Title: SVP & CFO

[SEAL]

Attest:

  
Name: Joan O. Rowe  
Title: Assistant Secretary

TLSP TRADEMARKS, INC.

By:   
Name: Gordon W. Stewart  
Title: Secretary

**EXHIBIT A**  
**TO AMENDED AND RESTATED ASSIGNMENT AGREEMENT**  
**BY AND BETWEEN**  
**TELESPECTRUM WORLDWIDE INC.**  
**AND**  
**TLSP TRADEMARKS, INC.**

All present and future ownership, right, title and interest in and to the Trademarks, together with all goodwill associated therewith, all present and future registrations and all pending registrations associated with all of the foregoing, identified on the attached list.

**TRADE NAMES AND TRADEMARKS**

Date of Most Recent Assignment: 4/30/98

<u>Trade Names</u>	<u>Date of Registration</u>	<u>Registration Number</u>	<u>Country</u>
SOMAR			
NBG Services			
Harris Direct Marketing			
Harris Fulfillment			
Dialdirect [Reich]			
Insuredirect [Reich]			
TRG/Communications [Reich]			
The Reich Group [Reich]			
The Response Center			
The Tab House			
TELESPECTRUM (telemarking)	5/20/97	2,063,384	U.S.
TELESPECTRUM (other fulfillment services)	3/31/98	2,148,271	U.S.
TARP			
PR Response			
Voice FX			
THE ONE-SOURCE OUTSOURCE	Pending	Ser. No. 75/320,114 Applied for 7/7/97	
	Pending	Ser. No. 75/312,418 Applied for 6/20/97	

Trademarks

Date of  
Registration

Registration  
Number

Country

TeleSpectrum



**EXHIBIT B**

**TO AMENDED AND RESTATED ASSIGNMENT AGREEMENT**

**BY AND BETWEEN**

**TELESPECTRUM WORLDWIDE INC.**

**AND**

**TLSP TRADEMARKS, INC.**

**ASSIGNMENT OF TRADEMARKS**

KNOW ALL MEN BY THESE PRESENTS, that TeleSpectrum Worldwide Inc., a Delaware corporation with its principal office located at 443 South Gulph Road, King of Prussia, Pennsylvania 19406 ("TeleSpectrum"), for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby assign, transfer and convey to TLSP Trademarks, Inc. ("Trademarks"), a Delaware corporation with its only office located at 919 North Market Street, Suite 200, Wilmington, Delaware 19801, all of its ownership, right, title and interest in and to the Trademarks all goodwill associated therewith, together with all registrations thereof and pending applications therefor described as follows:

[This space is intentionally blank]

TeleSpectrum, through its authorized officers, has executed this instrument as of

this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, and affixed its corporate seal hereunto.

[SEAL]

Attest:

TELESPECTRUM WORLDWIDE INC.

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
\*Use this form when necessary or appropriate to have a separate assignment of a specific Trademark when changing registration information in a registration office.

NOTARY  
ACKNOWLEDGMENT

STATE OF Pennsylvania

COUNTY OF Montgomery

On the 29 day of July, 1998, personally appeared Richard C. Schwank as the SUP & CFO of TeleSpectrum Worldwide

Inc., a Delaware corporation, and before me executed the attached Amended and Restated Assignment Agreement, dated as of August 9, 1996.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, in the State and County aforesaid.

Dawn M. Biggins  
Name:  
State of:

Personally Known  ; or  
Produced Identification \_\_\_\_\_

[NOTARY SEAL]

NOTARIAL SEAL  
DAWN M. BIGGINS, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires July 8, 2002

**NOTARY  
ACKNOWLEDGMENT**

STATE OF DELAWARE

COUNTY OF NEW CASTLE

On the 10<sup>th</sup> day of August, 1998, personally appeared Gordon W. Stewart, as the Secretary of TLSP Trademarks, Inc., a Delaware corporation, and before me executed the attached Amended and Restated Assignment Agreement, dated as of August 9, 1996.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, in the State and County aforesaid.

Sue B. Fullmore  
Name: Sue L. Fullman  
State of: Delaware

Personally Known ; or  
Produced Identification

[NOTARY SEAL]