

9-24-99

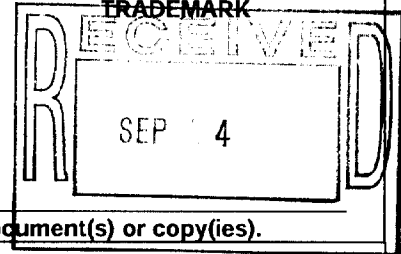
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

09-29-1999



REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office



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
- Merger
- Change of Name
- Other 1700783

Effective Date
Month Day Year
8/31/99

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
8/30/99

Name PRS International, Ltd.

Formerly Profit Retrieval Systems, Inc.

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

Receiving Party

Mark if additional names of receiving parties attached

Name The Profit Recovery Group International I, Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) 2300 Windy Ridge Parkway

Address (line 2) Suite 100 North

Address (line 3) Atlanta Georgia 30339-8426

- 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 Georgia

09/28/1999 MTHAI1 00000279 1700783

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 25.00 OP

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: 001967 FRAME: 0017

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"/>	<input type="text"/>	<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="1700783"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="1714068"/>	<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.

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into by and between PRS International, Ltd, a Texas limited partnership (f/k/a Profit Retrieval Systems, Inc.) having its principal office at 3555 Timmons Lane, Suites 1075 and 1475, Houston, Texas 77027 ("Assignor"), and The Profit Recovery Group International I, Inc., a Georgia corporation, having its principal office at 2300 Windy Ridge Parkway, Suite 100 North, Atlanta, GA 30339-8426 ("Assignee").

WHEREAS, Assignor and an affiliate of Assignee are parties to that certain Agreement and Plan of Reorganization made and entered into as of August 31, 1999 ("Acquisition Agreement");

WHEREAS, pursuant to the Acquisition Agreement, Assignor agreed to sell, and Assignee, agreed to purchase, the Acquired Assets (as such term is defined in the Acquisition Agreement pursuant to which this Assignment is made) owned by the Assignor;

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in and to the U.S. Trademark Registrations, U.S. Trademark Applications and the Common Law Trademarks, as identified and set forth on the Schedule attached hereto and made a part hereof (the "Marks"), and the goodwill associated therewith;

WHEREAS, Assignee wishes to acquire from Assignor, and Assignor wishes to assign to Assignee, all right, title and interest in and to the Marks, together with the goodwill associated therewith;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, each intending to be legally bound, hereby agree as follows:

1. Assignor does hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used and which is symbolized by the Marks, and all registrations and applications therefor, in the United States, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor requests the Commissioner of Patents and Trademarks of the United States or, in the case of the several states in the United States, the analogous individual or agency responsible for trademarks, service marks, trade/assumed names, to record Assignee as owner of the Marks, including any variations thereof, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

3. Assignor hereby represents and warrants that it owns all right, title and interest in and to the Marks free and clear of any liens and encumbrances, that it has full right to assign all of its interests therein, and that it has not executed and will not execute any agreement or other instrument in conflict herewith.

4. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (i) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (ii) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (iii) in obtaining any additional trademark and trade/assumed name protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States; and (iv) in the implementation, recordation or perfection of this Assignment.

* * * * *

IN TESTIMONY WHEREOF, each of Assignor and Assignee has caused this Assignment to be signed and executed by its undersigned officer thereunto duly authorized on the respective dates written below.

PRS INTERNATIONAL, LTD.
By: PRS Interests, LLC, its General Partner

By: [Signature]
Name: Richard W. Emery

Title: President

Date: August 30, 1999

THE PROFIT RECOVERY GROUP
INTERNATIONAL I, INC.

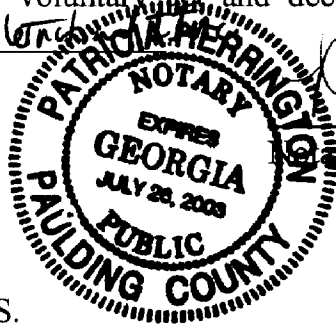
By: [Signature]
Name: Clinton McKellar, Jr.

Title: Senior Vice President & General Counsel

Date: September 1, 1999

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

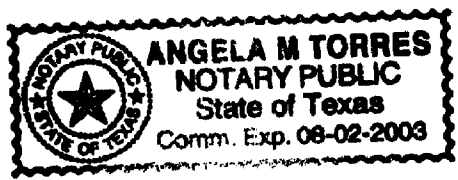
On this 1st day of September, 1999, there appeared before me Clinton McKellar, Jr., personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of The Profit Recovery Group International, Inc.



[Signature]
Notary Public

STATE OF Texas)
) SS.
COUNTY OF Harris)

On this 30 day of August, 1999, there appeared before me Richard W. Emery, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed on behalf and with full authority of PRS International, Ltd.



[Signature]
Notary Public

SCHEDULE

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
"PRS" and design	No. 1700783	July 14, 1992

<u>Mark</u>	<u>Registration No.</u>	<u>Filing Date</u>
"covers all the angles"	No. 1714068	September 8, 1992

Common Law Trademarks

<u>Mark</u>
"THORANT"

Common Law Trademarks

<u>Mark</u>
"DATAMAP"