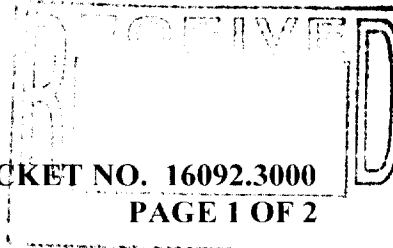


RECORD SECOND

ATTORNEY DOCKET NO. 16092.3000

PAGE 1 OF 2



MAD 11/12/99

11-17-1999

FORM PTO-1594
1-31-92



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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

2 SHEET

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof. ATTORNEY DOCKET NO.: 16092.3000

1. Name of conveying party(ies):

THE PROFIT RECOVERY GROUP INTERNATIONAL II, L.P.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: X
- Other

Additional names of conveying party(ies) attached?

- YES
- NO

2. Name and address of receiving party(ies):

Name: THE PROFIT RECOVERY GROUP INTERNATIONAL I, INC.

Internal Address:

Street Address: Suite 100 North, 2300 Windy Ridge Parkway

City: Atlanta

State: Georgia

Zip: 30339-8426

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation -- State: Georgia
- Other

If Assignee is not domiciled in the United States, a domestic representative designation is attached:

- YES
- NO

DESIGNATION MUST BE A SEPARATE DOCUMENT FROM ASSIGNMENT.

Additional name(s) and address(es) attached?

- YES
- NO

11/16/1999 DC0115 00000053 1523121

01 FC 481
02 FC 482

90.00 OP
25.00 OP

3. Nature of conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger	<input type="checkbox"/>	Other
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name	<input type="checkbox"/>	

Execution Date: March 28, 1996

Effective Date: March 28, 1996

4. Application number(s) or registration number(s):

A. Trademark Application No.(s):

B. Trademark Registration No.(s):
1,923,121 and 1,936,667

Additional numbers attached? YES NO

RECORD SECOND

ATTORNEY DOCKET NO. 16092.3000

PAGE 2 OF 2

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Sumner C. Rosenberg, Esq. NEEDLE & ROSENBERG, P.C. Suite 1200, The Candler Building 127 Peachtree Street, N.E. Atlanta, Georgia 30303-1811 (404) 688-0770</p>	<p>6. Total number of applications and registrations involved: two (2)</p>
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7. Total fee (37 CFR 3.41): \$65.00

Enclosed

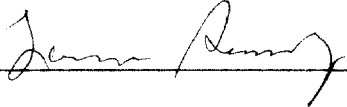
Authorized to be charged to Deposit Account.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 14-0629.

8. Deposit account number: 14-0629

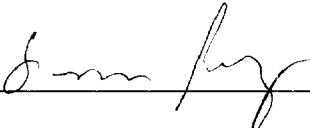
(Attach duplicate copy of this form if paying by deposit account)

9. 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.

Sumner C. Rosenberg  _____ Date 11/9/99

Total Number of Pages Including Cover Sheet, Attachments, and Document: 7

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: BOX ASSIGNMENT, Assistant Commissioner for Patents, Washington, D.C. 20231, on this 9th day of November, 1999.

Sumner C. Rosenberg  _____ Date 11/9/99

TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Transfer, Assignment and Assumption Agreement ("Agreement") is made and entered into as of the 28th day of March, 1996, by and among THE PROFIT RECOVERY GROUP INTERNATIONAL I, INC., a Georgia corporation, ("PRG") and THE PROFIT RECOVERY GROUP INTERNATIONAL II, L.P., a Georgia limited partnership (the "Partnership").

W I T N E S S E T H T H A T:

WHEREAS, as of the date hereof PRG is the sole Partner of the Partnership and accordingly desires to document the termination of the Partnership and the Partnership's transfer of all of its assets, properties and business to PRG in exchange for PRG's assumption of all of the Partnership's obligations, debts and liabilities, whether known or unknown, of every kind and nature;

NOW, THEREFORE, in consideration of the foregoing, the benefits to be received in connection with the contemplated transactions, the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. The Partnership transfers and assigns to PRG all of the Partnership's right, title and interest in and to all of the Partnership's assets, properties and business (collectively, the "Assets"), including but not limited to the following described personal property:

- (a) All of the Partnership's fixed assets, furniture, fixtures, machinery, equipment and leasehold improvements;
- (b) All of the Partnership's cash and deposits;
- (c) All of the Partnership's accounts receivable, notes receivable and employee advances;
- (d) All of the Partnership's prepaid expenses;
- (e) All of the Partnership's materials, office supplies and work-in-process;
- (f) All of the Partnership's client and supplier lists, representing all clients and suppliers with whom the Partnership has conducted business;
- (g) All of the Partnership's right, title and interest in and to all of its telephone numbers and the directory advertising for such telephone numbers to the extent assignable;
- (h) All of the Partnership's trade names, trademarks, service marks, logotypes, trade secrets, computer software, patents and other intellectual property rights and all licenses or other agreements granted by or to the Partnership with respect to the foregoing;

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(i) All of the Partnership's licenses, consents, permits, variances, certifications and approvals of governmental agencies which are transferable;

(j) All of the Partnership's files, books, and records, including without limitation, computer records;

(k) All of the Partnership's rights with respect to orders for materials or supplies which have been placed but are unfilled; and

(l) All of the Partnership's choses in and causes of action.

2. In exchange for the contribution of the Assets to PRG, PRG shall assume all of the Partnership's obligations, debts and liabilities of every kind and nature, each as more specifically set forth below.

3. PRG and the Partnership shall cause a Certificate of Cancellation of the Certificate of Limited Partnership, substantially in the form of Exhibit "A" attached hereto and hereby made a part hereof, to be executed and delivered by all necessary parties simultaneously with the execution hereof.

4. The Partnership does hereby assign, transfer and set over unto PRG all of the Partnership's right, title and interest in and to all contracts, arrangements and agreements, oral or written, to which the Partnership is a party or by which the Partnership is otherwise bound (all of the foregoing items being collectively referred to as the "Assigned Items"). The Assigned Items include but are not limited to all loan agreements with NationsBank, N.A. (South), all client contracts, all contracts of employment with all auditor employees and all contracts with payroll auditors engaged as independent contractors.

5. In consideration of the foregoing assignment, PRG hereby assumes and agrees to pay and perform any direct or indirect, primary or secondary, liability, indebtedness, obligation, penalty, expense (including, without limitation, costs of investigation, collection and defense), claim, deficiency, guaranty or endorsement of or by the Partnership of any type whether accrued, absolute, contingent, liquidated, unliquidated, matured, unmatured or otherwise, including, but not limited to those obligations arising out of, resulting from or related to the Assigned Items. Nothing contained in this Agreement shall require PRG to pay, perform or discharge any covenant, obligation or liability so long as PRG shall in good faith contest or cause to be contested the amount or validity thereof or shall in good faith assert any defense or offset thereto. Notwithstanding anything contained in this Agreement to the contrary, PRG shall not assume, pay, satisfy or discharge any covenant, obligation or liability to the extent that such covenant, obligation or liability is insured against (or but for the transfer of the Assigned Items and assignment and assumption of the Partnership's covenants, obligations and liabilities pursuant to this Agreement, would have been insured against) by a third party under policies of insurance which the Partnership is unable to assign to PRG and which are maintained by the Partnership.

6. Nothing contained in this Agreement shall be construed as an attempt to assign any contract which is in law non-assignable without the consent of any other party thereto, unless such consent shall have been given. To the extent any such necessary consent has not been obtained, the Partnership shall continue its efforts to obtain such consent after the date hereof. In order, however, that the full value of every such contract which is included within the Assigned Items may be realized, at PRG's request, direction and expense, the Partnership shall take all such action as shall be necessary or proper (i) in order to preserve for the benefit of PRG the rights and obligations of the Partnership under such contracts, and (ii) to facilitate the collection of the monies due and payable, or to become due and payable to the Partnership pursuant to every such contract, and the Partnership shall promptly remit such monies to the Partnership following collections thereof. PRG shall be entitled to the benefits accruing after the date hereof of any such non-assigned contract(s). PRG, at its expense, shall perform all of the Partnership's obligations due to be performed under any such non-assigned contract that is included among the Assigned Items to the extent (i) PRG can perform such obligations without violating the terms of such non-assigned contract, and (ii) PRG is being provided the benefits of such non-assigned contract.

7. The parties agree that there are no oral agreements or representations among the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, representations and undertakings, if any, among the parties hereto with respect to the subject matter dealt with herein.

8. This Agreement shall be binding upon and inure to the benefit of each party's successors and assigns.

9. This Agreement cannot be modified or waived in any manner except by an agreement in writing signed by each of the parties hereto to be bound by such modification or waiver.

10. This Agreement shall be construed and interpreted in accordance with the laws of the State of Georgia.

11. All signatories hereto hereby warrant, represent and affirm that they have authority to enter into this Agreement.

12. This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one original.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first hereinabove set forth.

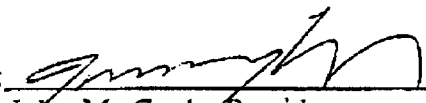
THE PROFIT RECOVERY GROUP INTERNATIONAL I, INC.

By: 
John M. Cook, President

Attest: Tony G. Mills
Tony G. Mills, Secretary

THE PROFIT RECOVERY GROUP INTERNATIONAL II, L.P.

By: The Profit Recovery Group International I, Inc.
its sole general partner

By: 
John M. Cook, President

Attest: Tony G. Mills
Tony G. Mills, Secretary

***** A

CANCELLATION OF LIMITED
PARTNERSHIP CERTIFICATE OF
THE PROFIT RECOVERY GROUP INTERNATIONAL II, L.P.

THIS CERTIFICATE OF CANCELLATION of the Certificate of Limited Partnership of THE PROFIT RECOVERY GROUP INTERNATIONAL II, L.P. (the "Partnership") is made this ___ day of _____, 1996.

W I T N E S S E T H:

The undersigned, constituting the sole general partner of the Partnership, hereby certifies that:

1. Partnership Name: The name of the Partnership is "The Profit Recovery Group International II, L.P."
2. Date of Filing. The certificate of limited partnership respecting this Partnership was filed December 17, 1991.
3. Cancellation of Certificate. The Partnership having been dissolved by virtue of the fact that all persons who were formerly limited partners of the Partnership have ceased to be limited partners, the Certificate of Limited Partnership of the Partnership, as it may have been heretofore amended, is hereby cancelled.
4. Effective Date. The cancellation of the certificate of limited partnership is effective upon the filing of this certificate of cancellation.

IN WITNESS WHEREOF, this Certificate of Cancellation has been signed this ___ day of _____, 1996.

Signed, sealed, sworn to and delivered in the presence of:

THE PROFIT RECOVERY GROUP
INTERNATIONAL I, INC.,
Sole-General Partner

John M. Cook
Unofficial Witness

By: John M. Cook
John M. Cook, President

Notary Public

Attest: _____
Tony G. Mills, Secretary

[NOTARIAL SEAL]

(CORPORATE SEAL)

Date of Execution by
Notary Public: _____

cook196reorg/cancel-14-96