

11-15-2000

ATTORNEY DOCKET NO. 16092-3000

SERIAL NO. 75-725,569

PAGE 1 OF 2



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10.30.00

FORM PTO-1594  
1-31-92

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

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 Right Answer, Inc.  
The Right Call, Inc.

Additional names of conveying party(ies) attached?  
 YES  NO

2. Name and address of receiving party(ies):  
The Profit Recovery Group USA, Inc.  
2300 Windy Ridge Parkway, Suite 100 North  
Atlanta, Georgia 30339-8426

Corporation -- State: Georgia

If Assignee is not domiciled in the United States, a domestic representative designation is attached:  
 YES  NO

Additional name(s) and address(es) attached?  
 YES  NO

|  |   |                                |
|--|---|--------------------------------|
| 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 |                                |

Execution Date: March 23, 2000      Effective Date: March 23, 2000

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 2,381,090

Additional numbers attached?  YES  NO

5. Name and address of party to whom correspondence concerning document should be mailed:

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

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$40.00

Enclosed

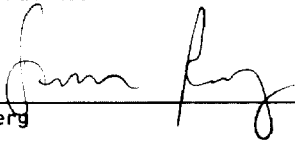
Authorized to be charged to Deposit Account.

\*\*\*\*\*  
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)

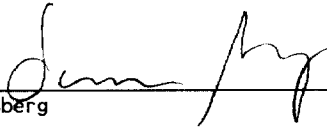
9. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

  
\_\_\_\_\_  
Sumner C. Rosenberg  
Reg. No. 28,753

10 / 26 / 00  
\_\_\_\_\_  
Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: 6

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 26<sup>th</sup> day of October, 2000.

  
\_\_\_\_\_  
Sumner C. Rosenberg

10 / 26 / 00  
\_\_\_\_\_  
Date

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment") is made and entered into by and between THE RIGHT ANSWER, INC., a Georgia corporation ("TRA") whose principal office is 5950 Crooked Creek Road, Suite 250, Norcross Georgia 30092 and whose registered office and agent in Georgia is Joseph J. Gottlieb, 990 Hammond Drive, Suite 990, Atlanta, GA 30328 and THE RIGHT CALL, INC., a Georgia corporation ("TRC") whose principal office is 5950 Crooked Creek Road, Suite 250, Norcross Georgia 30092 and whose registered office and agent in Georgia is Joseph J. Gottlieb, 990 Hammond Drive, Suite 990, Atlanta, GA 30328 (collectively, TRA and TRC are referred to herein as "Assignor"), and THE PROFIT RECOVERY GROUP USA, INC., a Georgia corporation whose principal place of business is 2300 Windy Ridge Parkway, Suite 100 North, Atlanta, GA 30339-8426 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement made and entered into as of March 23, 2000 ("Asset Purchase Agreement");

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to sell, and Assignee agreed to purchase, the Purchased Assets (as such term is defined in the Asset Purchase 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. federal and state Trademark Registrations, U.S. federal and state 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, which Schedule A lists the Marks owned by each of TRA and TRC separately;

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.

\* \* \* \* \*

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SCHEDULETHE RIGHT ANSWER, INC.U.S. Trademark Applications

| <u>Mark</u>      | <u>Serial No.</u> | <u>Filing Date</u> |
|------------------|-------------------|--------------------|
| The Right Answer | 75/725569         | 7-8-99*            |

**29****30**

\* filed in name of Janice M. Lowe and Vally M. Sharpe, transferred to The Right Answer, Inc. pursuant to Assignment of Copyright dated December 3, 1999.