

FORM PTO-1618A
Expires 06/30/99
OMB0651-0027

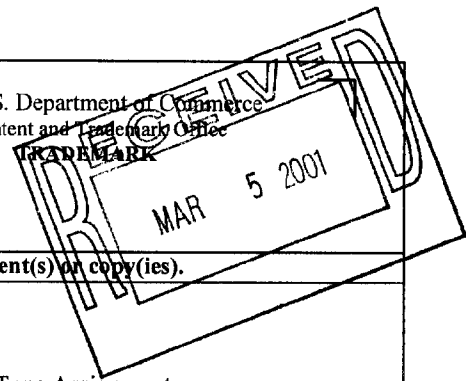
03-22-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101644443

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3-5-01

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 Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

03/22/2001 TDIAZ1 00000011 1923121

FOR OFFICE USE ONLY

01 FC:488 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
02 FC:488 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. 20231

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" value="1,923,121"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,936,667"/>	<input type="text"/>	<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.

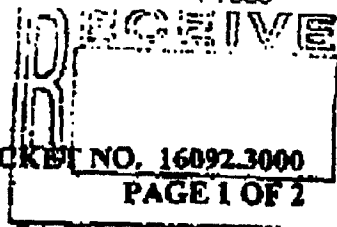
Steven D. Thomas

Name of Person Signing

Steven D. Thomas
Signature

February 28, 2001
Date Signed

RECORD SECOND



NOV 11/12/99

11-17-1999



101202322

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 DC00TES 00000063 1923121

01 FC 481
02 FC 482

49.00 CD
25.00 SP

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 25, 1996

Effective Date: March 28, 1996

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

A. Trademark Application No.(s):

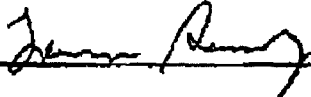
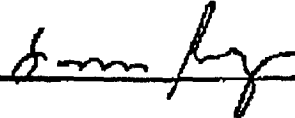
B. Trademark Registration No.(s):
1,923,121 and 1,938,667

Additional numbers attached? YES NO

W039789

RECORD SECOND

ATTORNEY DOCKET NO. 16892.3000
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>
<p>7. Total fee (37 CFR 3.41): \$65.00</p> <p><input checked="" type="checkbox"/> Enclosed</p> <p><input type="checkbox"/> Authorized to be charged to Deposit Account.</p> <p>***** The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 14-0629. *****</p>	
<p>8. Deposit account number: 14-0629</p> <p>*****</p> <p>(Attach duplicate copy of this form if paying by deposit account)</p>	
<p>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.</p> <p><u>Sumner C. Rosenberg</u>  <u>11/9/99</u></p> <p>Sumner C. Rosenberg Date</p> <p>Total Number of Pages including Cover Sheet, attachments, and Document: 7</p>	
<p>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 <u>11</u> day of <u>November</u>, 1999.</p> <p><u>Sumner C. Rosenberg</u>  <u>11/9/99</u></p> <p>Sumner C. Rosenberg Date</p>	

W039789

TRANSFER, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Transfer, Assignment and Assumption Agreement ("Agreement") is made and entered into as of the 23rd day of July, 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").

WITNESSETH THAT:

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;

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

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

(iv) 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.

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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 supercedes 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.

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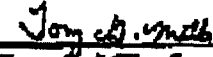
-3-

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.

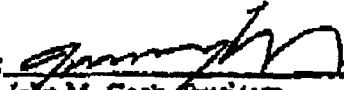
THE PROFIT RECOVERY GROUP INTERNATIONAL I, INC.

By: 
John M. Cook/President

Attest: 
Tony G. Mills, 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, Secretary

COOPERATIVE CONTRACTUAL AGREEMENT

-4-

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.

WITNESSETH:

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

[Signature] Unofficial Witness

By: [Signature] John M. Cook, President

Notary Public

Attest: Tony G. Mills, Secretary

(NOTARIAL SEAL)

(CORPORATE SEAL)

Date of Execution by Notary Public:



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

FEBRUARY 15, 2000

PTAS

NEEDLE & ROSENBERG, P.C.
SUMNER C. ROSENBERG, ESQ.
127 PEACHTREE ST., NE
SUITE 1200, THE CANDLER BLDG.
ATLANTA, GA 30303-1811



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RECEIVED

FEB 22 2000

NEEDLE & ROSENBERG

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 11/12/1999

REEL/FRAME: 001988/0947
NUMBER OF PAGES: 7

BRIEF: ASSIGNMENT OF AN UNDIVIDED PART OF ASSIGNOR'S INTEREST

ASSIGNOR:
PROFIT RECOVERY GROUP
INTERNATIONAL II, L.P., THE

DOC DATE: 03/28/1996
CITIZENSHIP:
ENTITY: LIMITED PARTNERSHIP

ASSIGNEE:
PROFIT RECOVERY GROUP
INTERNATIONAL I, INC., THE
2300 WINDY RIDGE PARKWAY
SUITE 100 NORTH
ATLANTA, GEORGIA 30339-8426

CITIZENSHIP: GEORGIA
ENTITY: CORPORATION

APPLICATION NUMBER: 74541991
REGISTRATION NUMBER: 1923121

FILING DATE: 06/24/1994
ISSUE DATE: 09/26/1995

MARK: PROFIT RECOVERY GROUP INTERNATIONAL
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

502/MSC
DOCKETED
By: *[Signature]* Date: 2/22/00
Reviewed: _____
Name/Date

001988/0947 PAGE 2

APPLICATION NUMBER: 74542328
REGISTRATION NUMBER: 1936667

FILING DATE: 06/24/1994
ISSUE DATE: 11/21/1995

MARK: AUDITPRO
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS