



11-26-2001



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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

Form PTO-1594 RI  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 11-20-01  
 Payment Technologies, Inc., a Georgia Corporation

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: March 31, 1999

2. Name and address of receiving party(ies)

Name: PRGRS, Inc.  
 Internal Address: \_\_\_\_\_  
 Address: \_\_\_\_\_

Street Address: 801 West Street  
 City: Wilmington State: DE Zip: 19801

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Delaware  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)  
 B. Trademark Registration No.(s)  
Please see attached Exhibit 1

Additional number(s) attached  Yes  No

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

Name: Mark Misaghi  
 Internal Address: Legal Department  
Platinum Equity, LLC

Street Address: 2049 Century Park East  
Suite 2700

City: Los Angeles State: CA Zip: 90067

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41).....\$ 115.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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

DO NOT USE THIS SPACE

9. 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.*

Mark Misaghi                              [Signature]                              11-16-01  
 Name of Person Signing                              Signature                              Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

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TRADEMARK  
 REEL: 002398 FRAME: 0715

EXHIBIT 1

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. PAYTECH (and design)	1,544,813	June 20, 1989
2. PAYTECH	1,985,885	June 9, 1996
3. RECAP EXPRESS (and design)	1,764,276	April 13, 1993
4. THE STRONGEST LINK BETWEEN SUPPLIER INVOICES AND LOWER COST	2,361,252	June 27, 2000

## TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into by and between Payment Technologies, Inc. d/b/a PayTECH, a Georgia corporation, having its principal office at 56 Perimeter Center East, Suite 100, Atlanta, Georgia 30346 and its registered office and agent in Georgia is Phil Moise, 999 Peachtree Street, Suite 1400, Atlanta, Georgia 30309 ("Assignor"), and PRGRS, Inc., a Delaware corporation, having its principal office at 801 West Street, Wilmington, DE 19801 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement made and entered into as of April 1, 1999 ("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. 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.

**PAYMENT TECHNOLOGIES, INC.**  
**d/b/a PayTECH**

**PRGRS, INC**

By: *[Signature]*

By: *C. McKeller, Jr.*

Name: Phil Binkow

Name: Clinton McKeller, Jr.

Title: President

Title: Senior VP and Secretary

Date: 3/31/99

Date: 4-1-99

STATE OF GEORGIA        )  
                                      ) SS.  
COUNTY OF FULTON     )

On this 31 day of March, 1999, there appeared before me Phil Binkow, 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 Payment Technologies, Inc. d/b/a PayTECH.

LAURA K. PEREZ  
Notary Public, Cherokee County, Georgia  
My Commission Expires November 7, 1999

*Laura K. Perez*  
Notary Public

STATE OF Georgia     )  
                                      ) SS.  
COUNTY OF Fulton   )

On this 1st day of April, 1999, there appeared before me Clinton McKeller, 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 I, Inc.

*Carey L. Miller*  
Notary Public Notary Public, Fulton County, Georgia  
My Commission Expires Nov. 1, 2002

SCHEDULE – PAYMENT TECHNOLOGIES, INC.

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
PAYTECH and Design	1,544,813	6/20/89
PAYTECH	1,985,885	7/9/96
RECAP EXPRESS and Design	1,764,276	4/13/93

U.S. Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
The Strongest Link Between Supplier Invoices and Lower Cost	75/492948	5/29/98

State Trademark Applications

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
<u>PAYTECH</u>	15-7836	9/21/87

Common Law Trademarks

Mark

PAYTECH

RECAP EXPRESS