

RECORD 1ST

06-03-2002



102109585

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

FORM PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

5.29.02

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS:

Please record the attached original documents or copy thereof. ATTORNEY DOCKET NO.: 16092.3001

<p>1. Name of conveying party(ies):</p> <p>HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL, INC.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation -- State: Texas <input type="checkbox"/> Other</p> <p>Additional names of conveying party(ies) attached?</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: THE PROFIT RECOVERY GROUP INTERNATIONAL, INC. Internal Address:</p> <p>Street Address: 2300 Windy Ridge Parkway, Suite 100 North</p> <p>City: Atlanta</p> <p>State: Georgia</p> <p>Zip: 30339-8426</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation -- State: Georgia <input type="checkbox"/> Other</p> <p>If Assignee is not domiciled in the United States, a domestic representative designation is attached:</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p> <p>Additional name(s) and address(es) attached?</p> <p><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>
--	--

OFFICE OF PATENT & TRADEMARKS
MAY 21 11 26 AM '02
FINANCIAL SERVICES

1664351

06/03/2002 LMUELLER 00000015 1664351
01 FC 481 40.00 DP
02 FC 482 100.00 DP

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: January 15 and 21, 2002 Effective Date: January 24, 2002

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

A. Trademark Application No.(s):	B. Trademark Registration No.(s): 1,664,351; 2,279,170; 2,285,531; 2,377,643; 2,377,644.
----------------------------------	--

Additional numbers attached? YES NO

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>William H. Needle NEEDLE & ROSENBERG, P.C. 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: 5</p>
--	--

RECORD 1ST

7. Total fee (37 CFR 3.41): \$140.00

[X] Enclosed, authorized by a signed Credit Card Payment Form PTO-2038

[] 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.

William H. Needle
William H. Needle

5-20-02
Date

Total Number of Pages Including Cover Sheet, Attachments, and Document: 8

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, Director of the United States Patent and Trademark Office, Washington, D.C. 20231, on this 20 day of May, 2002.

Michael Moody
Michael Moody

5/20/02
Date

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), to be effective as of January 24, 2002 (the "Effective Date"), is entered into by and between HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL, INC., a Texas corporation whose principal office is 9241 LBJ Freeway, Dallas, Texas 75243 and its registered office and agent in Texas is Howard Schultz, 9241 LBJ Freeway, Dallas, Texas 75243 ("Assignor"), and THE PROFIT RECOVERY GROUP INTERNATIONAL, 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 Amended and Restated Agreement and Plan of Reorganization made and entered into as of December 11, 2001 ("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. 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;

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. Effective as of the Effective Date, 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.

HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL, INC.

THE PROFIT RECOVERY GROUP INTERNATIONAL, INC.

By: [Signature]
Name: Howard Schultz
Title: CEO
Date: 1/21/02

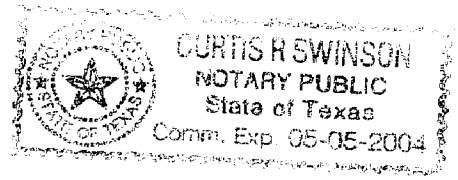
By: [Signature]
Name: John M. Cook
Title: Chairman of the Board and CEO
Date: 1/15/02

Texas
STATE OF GEORGIA)
Dalle.) SS.
COUNTY OF FULTON)

On this 21 day of January, 2002, there appeared before me Howard Schultz 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 Howard Schultz & Associates International, Inc.

[Signature]
Notary Public

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)



On this 15th day of January, 2002, there appeared before me John M. Cook, 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
Notary Public, Henry [unclear], [unclear]
My Commission expires June 18, 2004

Trademark Report by Mark
 Status: ACTIVE

Printed: 7/6/2001 Page 1

TRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
RECTIFIED DESIGN							
UNITED STATES	DL-M-62750	11/4/1998	75/582,885	10/12/1999	2,285,531	REGISTERED	9
9 - Computer software for use in accounting and auditing applications.							
HOWARD SCHULTZ & ASSOCIATES							
AUSTRALIA	DL-M-5127-AS	1/22/1991	549,256	1/22/1991	549,256	REGISTERED	35
35 - Accounts payable auditing services and consulting relating thereto							
CANADA	DL-M-5127-CA	1/24/1991	674,532	12/17/1993	420,933	REGISTERED	35
35 - Accounts payable quality analysis service and consulting relating thereto							
EUROPEAN UNION (CT)	DL-M-5127-EU	4/1/1996	122,366	9/10/1998	122,366	REGISTERED	35
35 - Accounts payable auditing services and consulting relating thereto							
IRELAND	DL-M-5127-IR	4/23/1992	92/2330	4/23/1992	8152,158	REGISTERED	16
16 - Printed matter, books, instructional and teaching materials, printed publications and ledgers							
ITALY	DL-M-5127-IT	6/5/1995	RM95C002,662	6/18/1997	714,451	REGISTERED	35
35 - Accounts payable quality analysis service and consulting relating thereto							
MEXICO	DL-M-5127-MX	2/24/1995	225,503	2/24/1995	497,764	REGISTERED	36
36 - Accounts payable quality analysis service and consulting relating thereto							
UNITED KINGDOM	DL-M-5127-GB	1/17/1991	1,452,647	11/19/1990	1,452,647	REGISTERED	35
35 - Accounts payable auditing services and consulting relating thereto; accounting and auditing services advisory and consultancy services relating to the running or management of a business							
UNITED STATES	DL-M-5127	11/19/1990	74/116,444	11/12/1991	1,664,351	REGISTERED	35
35 - Accounts payable auditing services and consulting relating thereto							
HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL							
AUSTRALIA	DL-M-65780	9/27/1999	808399	11/3/2000	808399	REGISTERED	35
35 - Consulting services; auditing services; accounts payable auditing services and consulting relating thereto.							
CANADA	DL-M-65781	9/24/1999	1,030,121			PENDING	35
35 - Accounts payable quality analysis service and consulting relating thereto.							
EUROPEAN UNION (CT)	DL-M-65777	10/7/1999	1336510	11/17/2000	1336510	REGISTERED	35
35 - Advertising; business administration; office functions.							
MEXICO	DL-M-65776	9/29/1999	392,846	9/29/2000	672988	REGISTERED	36
36 - Accounts payable auditing services and consulting related thereto.							
SINGAPORE	DL-M-65773	10/6/1999	T99/11137H			PENDING	35
35 - Accounts payable auditing services and consulting relating thereto.							
UNITED STATES	DL-M-65784	9/29/1999	75/813,051	8/15/2000	2,377,644	REGISTERED	35
35 - Accounts payable auditing services and consulting relating thereto.							
HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL & DESIGN							
AUSTRALIA	DL-M-65779	9/27/1999	808398	11/3/2000	808398	REGISTERED	35
35 - Consulting services; auditing services; accounts payable auditing services and consulting relating thereto.							
CANADA	DL-M-65782	9/24/1999	1,030,122			PENDING	35
35 - Accounts payable quality analysis service and consulting relating thereto.							
EUROPEAN UNION (CT)	DL-M-65778	10/7/1999	1336700	10/27/2000	1336700	REGISTERED	35
35 - Advertising; business administration; office functions.							
	DL-M-65775	9/29/1999	392,845	7/25/2000	664,179	REGISTERED	35

TRADEMARK

REEL: 002516 FRAME: 0933

Trademark Assignment
Schedule
Page 2 of 2

Trademark Report by Mark

Printed: 7/6/2001 Page 2

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
RD SCHULTZ & ASSOCIATES INTERNATIONAL & DESIGN							
FORE	DL-M-65774	10/6/1999	T99/11138F			PENDING	35
35 - Accounts payable auditing services and consulting relating thereto and all services in class 35.							
UNITED STATES	DL-M-65783	9/29/1999	75/813,024	8/15/2000	2,377,643	REGISTERED	35
35 - Accounts payable auditing services and consulting relating thereto.							
UREFIND DESIGN							
AUSTRALIA	DL-M-62657	10/26/1998	776,598	10/26/1998	776,598	REGISTERED	09
09 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin operated apparatus; cash registers, calculating machines, data processing equipment and computers; fire-extinguishing apparatus; computer software for use in accounting and auditing applications.							
CANADA	DL-M-62653	10/20/1998	893,850	3/10/2000	TMA524,647	REGISTERED	09
09 - Computer software for use in accounting and auditing applications to review and analyse data.							
HONG KONG	DL-M-62656	10/26/1998	14214/98	1/27/2000	B01892/2000	REGISTERED	09
09 - Computer software for use in accounting and auditing applications.							
MEXICO	DL-M-62654	11/6/1998	353,196	2/12/1999	600,171	REGISTERED	09
09 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), life-saving and teaching apparatus and instruments; apparatus for recording, transmission or reproduction of sound or images; magnetic data carriers, recording discs; automatic vending machines and mechanisms for coin-operated apparatus; cash registers, calculating machines, data processing							
- equipment and computers; fire-extinguishing apparatus, namely computer software for use in accounting and auditing applications.							
UNITED KINGDOM	DL-M-62655	10/26/1998	2180486	5/28/1999	2180486	REGISTERED	09
- Computer software; computer software for use in accounting and auditing applications.							
UNITED STATES	DL-M-61116	6/19/1998	75/505,736	9/21/1999	2,279,170	REGISTERED	09
09 - Computer software for use in accounting and auditing applications.							
END OF REPORT						TOTAL ITEMS SELECTED =	27

Common Law Trademarks

Mark

NETFIND

HS&A