

06-03-2002

RECORD 3RD



102109620

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.: 16092.3001

1. Name of conveying party(ies):

PRG-SCHULTZ INTERNATIONAL, INC.

5-29-02

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

Additional names of conveying party(ies) attached?

- YES
- NO

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

Name: PRG-SCHULTZ USA, INC.
Internal Address:

Street Address: 2300 Windy Ridge Parkway, Suite 100 North

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

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

- YES
- NO

OFFICE OF THE COMMISSIONER OF PATENTS AND TRADEMARKS
2002 MAY 29 11:11:27
FINANCE SECTION

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 24, 2002

Effective Date: January 24, 2002

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

A. Trademark Application No.(s):

B. Trademark Registration No.(s): 1,668,051; 2,279,170; 2,285,531; 2,377,643; 2,377,644.

Additional numbers attached? YES NO

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

William H. Needle
NEEDLE & ROSENBERG, P.C.
The Candler Building
127 Peachtree Street, N.E.
Atlanta, Georgia 30303-1811
(404) 688-0770

6. Total number of applications and registrations involved: 5

15849171000001654351
40.00
100.00
03/03/2002 LUELLER 00000016
FC:41
FC:42

RECORD 3RD

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: 17

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

ASSIGNMENT AGREEMENT

BY AND BETWEEN

PRG-SCHULTZ INTERNATIONAL, INC.

AND

PRG-SCHULTZ USA, INC.

THIS ASSIGNMENT AGREEMENT (this "Agreement") pursuant to Section 351 of the Internal Revenue Code of 1986, as amended, is made and entered into as this 24th day of January, 2002, by and between PRG-Schultz International, Inc., a corporation duly created and existing under the laws of the State of Georgia, having its principal place of business located at 2300 Windy Ridge Parkway, Suite 100 North, Atlanta, Georgia 30339 (the "Assignor"), and PRG-Schultz USA, Inc., a corporation duly created and existing under the laws of the State of Georgia, having its principal place of business at 2300 Windy Ridge Parkway, Suite 100 North, Atlanta, Georgia 30339 (the "Assignee").

BACKGROUND

WHEREAS, Assignor has adopted, used and is using in commerce certain Howard Schultz & Associates International, Inc. trademarks and service marks worldwide, both registered and unregistered, including without limitation registrations in foreign countries, in the United States Patent and Trademark Office, in various states in the United States, and/or pending registrations (the "Marks");

WHEREAS, Assignor desires to contribute from time to time to wholly-owned direct subsidiary, Assignee, all of Assignor's right, title and interest in and to the Marks that exist as of the effective date of each Assignment Certificate (as defined herein);

WHEREAS, Assignee desires to acquire from Assignor each of the Marks of Assignee, the accompanying registrations and any and all associated goodwill;

WHEREAS, the parties hereto intend that the Marks contributed and assigned herein will in turn be contributed and assigned by Assignee to a wholly-owned subsidiary, PRGRS, Inc., for the purpose of ownership and management of the Marks;

WHEREAS, the parties hereto intend that this Agreement and the contributions and assignment hereunder will be entitled to nonrecognition treatment under Section 351 and other applicable provisions of the Internal Revenue Code, as amended; and

WHEREAS, the purpose of this Agreement is to effectuate Assignor's contributions and assignments of the Marks to Assignee (collectively, the "Assignments", individually, an "Assignment").

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Contribution and Assignment. Upon the execution and delivery of an Assignment Certificate, substantially in the form attached hereto as Exhibit A, evidencing the Marks contributed by Assignor to Assignee, Assignor does hereby transfer, contribute, and assign to Assignee all right, title and interest in and to the Marks which are listed in Schedule I of each attached Assignment Certificate, together with the accompanying

registrations and with the goodwill of the business symbolized by each of the Marks. Assignor hereby ratifies and confirms its agreement, and hereby further agrees, to take whatever further action is deemed necessary or appropriate by Assignee to properly and completely effectuate the transfer to Assignee of all right, title and interest in the Marks. Accordingly, without limitation, Assignor agrees to execute further certificates of assignment substantially in the form of Assignment certificates attached hereto as Exhibit A, upon request of Assignee.

2. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

2.1 Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia.

2.2 Assignor has full corporate authority to execute this Agreement, and the Assignment Certificate and the Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any of the provisions of Assignor's corporate charter, bylaws or any agreement to which Assignor may be a party.

3. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor that:

3.1 Assignee is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia.

3.2 Assignee has full corporate authority to execute this Agreement, and the Assignment Certificate and the Agreement and the terms and conditions hereof have been duly authorized by all requisite corporate authority and will not result in a violation of any

of the provisions of Assignee's corporate charter, bylaws or any agreement to which Assignee may be a party.

4. Indemnification by Assignor. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Agreement, against:

4.1 Any and all damages or deficiencies from any misrepresentation or breach of warranty, or from any other misrepresentation in or omission from any deed, or other instrument furnished or to be furnished to Assignee pursuant to this Agreement.

4.2 Any loss, damage, liability or expense resulting from, or arising out of any claim by any customer of Assignor relating to any act or omission by Assignor in connection with any services rendered by Assignor prior to this Agreement, under any Marks.

4.3 Any claim by any other person, firm or corporation of either a superior right in and to the Marks or any feature thereof or infringement action arising out of the Marks as of a date prior to the date of this Agreement.

4.4 All actions, suits, proceedings, demands, assessments, judgements, costs and expenses, including attorney's fees, incident to any of the foregoing.

4.5 Assignor shall hold Assignee harmless for any and all expense incurred by Assignee at any time after the execution of this Agreement with respect to any of the foregoing indemnities.

5. Additions Documents. After the execution of this Agreement, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor shall execute and deliver to the Assignee, or to any subsequent assignee, from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee or subsequent assignee the Marks, to perfect

the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Marks and to give full force and effect to this Assignment.

6. Miscellaneous.

6.1 Severability. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions will not be affected by such holding.

6.2 Applicable Law. The validity and effect of this Agreement is governed by and construed in accordance with the laws of the State of Georgia.

6.3 Notice. Whenever this Agreement permits or requires that notice be given, such notice must be in writing and is deemed given when actually received or five (5) days after having been deposited in the United States Mail, registered or certified, return receipt requested, postage prepaid, and addressed:

If to Assignor, to:

PRG-Schultz International, Inc.
2300 Windy Ridge Parkway
Suite 100 North
Atlanta, GA 30339
Attn: President

If to Assignee, to:

PRG-Schultz USA, Inc.
2300 Windy Ridge Parkway
Suite 100 North
Atlanta, GA 30339
Attn: President

or to such other address as either party shall designate in a notice to the other given as provided herein.

6.4 Successors. All the provisions hereof bind and inure to the benefit of Assignee, its successors, assigns, and representatives.

6.5 Headings. Paragraph headings included in this Agreement are for convenience only and are not to affect the interpretation of, or be taken into consideration in interpreting this Agreement.

6.6 Incorporation of Exhibits. Exhibit A is expressly made part of this Agreement, is incorporated by reference, and shall be given the same force and effect as if said Exhibit was included within the body of this Agreement.

6.7 Waiver: Modification. No change or modification of this Agreement will be valid or binding on the parties, nor will any waiver of any term or condition be deemed a waiver of any such term or condition in the future, unless such change or modification or waiver is in writing and signed by the parties.

6.8 Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date and year first written above.

ATTEST:

By: [Signature]
Name:
Title:

PRG-SCHULTZ INTERNATIONAL, INC.

By: [Signature]
Name:
Title:

ATTEST:

By: [Signature]
Name:
Title:

PRG-SCHULTZ USA, INC.

By: [Signature]
Name:
Title:

EXHIBIT A
TO
ASSIGNMENT AGREEMENT
BETWEEN
PRG-SCHUTLZ INTERNATIONAL, INC.
AND
PRG-SCHUTLZ USA, INC.

ASSIGNMENT CERTIFICATE

[See Attached]

ASSIGNMENT CERTIFICATE
NO. 1
ISSUED PURSUANT TO
ASSIGNMENT AGREEMENT
BETWEEN
PRG-SCHULTZ INTERNATIONAL, INC.
AND
PRG-SCHULTZ USA, INC.

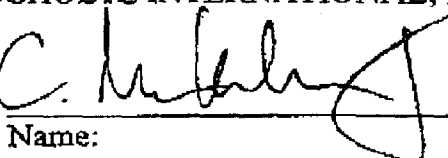
PRG-Schultz International, Inc. ("Assignor") hereby does transfer, contribute, convey and assign to PRG-Schultz USA, Inc. ("Assignee"), all right, title and interest in certain Howard Schultz & Associates International, Inc. trademarks and service marks, together with all goodwill of the business symbolized thereby, and all registrations, all applications for registrations and pending registrations associated therewith as more particularly described on Schedule I attached hereto (the "Marks"), pursuant to the terms and conditions of a certain Assignment Agreement dated as of January 24, 2002 between Assignor and Assignee, which Assignment Agreement is hereby ratified.

This will certify that the transfer made herein is effective as of the date shown below and that the Assignee has accepted and received the Marks as of such date. Reference is made to said Assignment Agreement for additional terms and conditions of the contribution and assignment evidenced hereby.

This Assignment Certificate has been executed by PRG-Schultz International, Inc. to be effective as of January 24, 2002.

PRG-SCHULTZ INTERNATIONAL, INC.

By:


Name:
Title:

SCHEDULE 5.19(a)

INTELLECTUAL PROPERTY
Trademark Report

demark Report by Mark
tus: ACTIVE

Printed: 7/6/2001

Page 1

RY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
RECTIFIND DESIGN							
TED STATES	DL-M-62750	11/4/1998	75/582,885	10/12/1999	2,285,531	REGISTERED	
9 - Computer software for use in accounting and auditing applications.							
WARD SCHULTZ & ASSOCIATES							
STRALIA	DL-M-5127-AS	1/22/1991	549,256	1/22/1991	549,256	REGISTERED	3
35 - Accounts payable auditing services and consulting relating thereto							
ADA	DL-M-5127-CA	1/24/1991	674,532	12/17/1993	420,933	REGISTERED	3
35 - Accounts payable quality analysis service and consulting relating thereto							
ROPEAN UNION (CT	DL-M-5127-EU	4/1/1996	122,366	9/10/1998	122,366	REGISTERED	3
35 - Accounts payable auditing services and consulting relating thereto							
LAND	DL-M-5127-IR	4/23/1992	92/2330	4/23/1992	8152,158	REGISTERED	1
16 - Printed matter, books, instructional and teaching materials, printed publications and ledgers							
LY	DL-M-5127-IT	6/5/1996	RM95C002,682	6/18/1997	714,451	REGISTERED	3
35 - Accounts payable quality analysis service and consulting relating thereto							
XICO	DL-M-5127-MX	2/24/1996	225,503	2/24/1996	497,764	REGISTERED	3
35 - Accounts payable quality analysis service and consulting relating thereto							
ITED KINGDOM	DL-M-5127-GB	1/17/1991	1,452,647	11/19/1990	1,452,647	REGISTERED	3
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							
ITED STATES	DL-M-5127	11/19/1990	74/116,444	11/12/1991	1,664,351	REGISTERED	3
35 - Accounts payable auditing services and consulting relating thereto							
WARD SCHULTZ & ASSOCIATES INTERNATIONAL							
STRALIA	DL-M-65780	9/27/1999	808399	11/9/2000	808399	REGISTERED	3
35 - Consulting services; auditing services; accounts payable auditing services and consulting relating thereto							
ADA	DL-M-65791	9/24/1999	1,030,122			PENDING	
35 - Accounts payable quality analysis service and consulting relating thereto.							
ROPEAN UNION (CT	DL-M-65777	10/7/1999	1336910	10/17/2000	1336910	REGISTERED	3
35 - Accounting, business administration, office functions.							
EXICO	DL-M-65776	9/29/1999	882,848	9/29/2000	872988	REGISTERED	
35 - Accounts payable auditing services and consulting relating thereto.							
NGAPORE	DL-M-65773	10/6/1999	759,112/278			PENDING	
35 - Accounts payable auditing services and consulting relating thereto.							
UNITED STATES	DL-M-65794	9/29/1999	76/913,151	9/15/2000	1,377,644	REGISTERED	
35 - Accounts payable auditing services and consulting relating thereto							
WARD SCHULTZ & ASSOCIATES INTERNATIONAL & DESIGN							
STRALIA	DL-M-65779	9/27/1999	808399	11/9/2000	808399	REGISTERED	
35 - Consulting services; auditing services; accounts payable auditing services and consulting relating thereto							
ADA	DL-M-65790	9/24/1999	1,030,122			PENDING	
35 - Accounts payable quality analysis service and consulting relating thereto							
ROPEAN UNION (CT	DL-M-65778	10/7/1999	1336910	10/17/2000	1336910	REGISTERED	
35 - Accounting, business administration, office functions.							
EXICO	DL-M-65775	9/29/1999	882,848	9/29/2000	872988	REGISTERED	
35 - Accounts payable auditing services and consulting relating thereto.							

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>SCHULTZ & ASSOCIATES INTERNATIONAL & DESIGN</i>							
JRE	DL-M-65774	10/6/1999	T99/11138F			PENDING	
35 - Accounts payable auditing services and consulting relating thereto and all services in class 35.							
UNITED STATES	DL-M-65783	9/29/1999	79/813,024	8/15/2000	2,377,543	REGISTERED	
35 - Accounts payable auditing services and consulting relating thereto.							
REFIND DESIGN							
AUSTRALIA	DL-M-62657	10/26/1998	775,598	10/26/1998	775,598	REGISTERED	
09 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), time-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	893,350	3/10/2000	TM/6524,647	REGISTERED	
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 - 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 - Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighing, measuring, signalling, checking (supervision), time-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	10/25/1998	2180436	5/28/1999	2180436	REGISTERED	
Computer software: computer software for use in accounting and auditing applications.							
UNITED STATES	DL-M-61116	6/19/1998	75/506,736	9/21/1999	2,276,170	REGISTERED	
09 - Computer software for use in accounting and auditing applications.							
END OF REPORT				TOTAL NUMBER OF RECORDS: 1			

SCHEDULE 5.19(a)

SOFTWARE AND DEVELOPMENTS

*Addendum

NETF/ND