

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
|------------------------------|--|

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|-----------------------------|-----------------|-----------------------|-----------------------|
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TSL Services, Inc. | | 06/06/2000 | CORPORATION: DELAWARE |

| | |
|-----------------------------|-------------------------------------|
| RECEIVING PARTY DATA | |
| Name: | The Profit Recovery Group USA, Inc. |
| Street Address: | 2300 Windy Ridge Parkway |
| Internal Address: | Suite 100 North |
| City: | Atlanta |
| State/Country: | GEORGIA |
| Postal Code: | 30339-8426 |
| Entity Type: | CORPORATION: GEORGIA |

| | | |
|----------------------------------|---------------|------------------|
| PROPERTY NUMBERS Total: 1 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 1740217 | FRAUD-CHEK |

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|--|----------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (404)873-8501 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 404-873-8500 |
| Email: | inga.smith@agg.com |
| Correspondent Name: | Stephen M. Dorvee |
| Address Line 1: | 1202 West Peachtree Street |
| Address Line 2: | 2800 One Atlantic Center |
| Address Line 4: | Atlanta, GEORGIA 30309 |

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|--------------------------------|------|
| ATTORNEY DOCKET NUMBER: | 1413 |
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| | |
|---------------------------|-------------------|
| NAME OF SUBMITTER: | Stephen M. Dorvee |
|---------------------------|-------------------|

Total Attachments: 5
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into by and between TSL SERVICES, INC., a Delaware corporation ("Assignor") whose principal office is 959 Route 46, 4th Floor, Parsippany, New Jersey 07054 and whose registered office and agent in New Jersey is National Registered Agents, Inc. of NJ, 51 Everett Drive, Suite 107b, P.O. Box 927, West Windsor, NJ 08550, 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 June 1, 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;

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.

TSL SERVICES, INC.

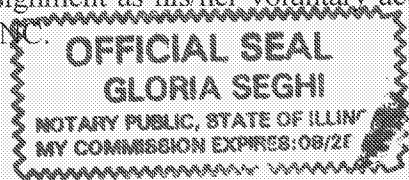
THE PROFIT RECOVERY GROUP
USA, INC.

By: [Signature]
Name: David W. Hoffmann
Title: Chief Executive Officer
Date: June 6, 2000

By: _____
Name: _____
Title: _____
Date: _____

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

On this 6th day of June, 2000, there appeared before me DAVID HOFFMANN, 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 TSL SERVICES, INC.



[Signature]
Notary Public

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

On this _____ day of _____, 2000, there appeared before me _____, 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 USA, INC.

Notary Public

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.

TSL SERVICES, INC.

By: _____
Name: _____
Title: _____
Date: _____

THE PROFIT RECOVERY GROUP
USA, INC.

By: C. McKeller
Name: CLINTON MCKELLER, JR.
Title: S.V.P.
Date: June 6, 2000

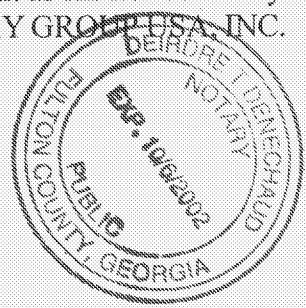
STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

On this _____ day of _____, 2000, there appeared before me _____, 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 TSL SERVICES, INC.

Notary Public

STATE OF GEORGIA)
) SS.
COUNTY OF FULTON)

On this 6th day of June, 2000, there appeared before me Clinton McKeller, 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 USA, INC.



[Signature]
Notary Public

SCHEDULE

U.S. Trademark Registrations

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------|-------------------------|--------------------------|
| "TSL" | 1,967,802 | April 16, 1996 |
| "Fraud Check" | 1,740,217 | December 15, 1992 |

U.S. Trademark Applications

| <u>Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|-------------|-------------------|--------------------|
| None | | |

State Trademark Registrations

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-------------|-------------------------|--------------------------|
| None | | |

State Trademark Applications

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|-------------|-------------------------|--------------------------|
| None | | |

Common Law Trademarks

Mark
"ClearView"
"TechBill"
"TSL" Logo Design
"ITLeverage"
"Single Technology Invoice"