

03-07-2005

S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

2/14/05

RECORD
TRA



102953800

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

MURT Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) October 22, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Asset Purchase Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: TELESPECTRUM, INC.

Internal

Address: _____

Street Address: 443 South Gulph Road

City: King of Prussia

State: PA

Country: USA Zip: 19406

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,180,433

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Louis M. Heidelberger

Internal Address: 2500 One Liberty Place

Street Address: 1650 Market Street

City: Philadelphia

State: PA Zip: 19103

Phone Number: (215) 851-8100

Fax Number: (215) 851-1420

Email Address: _____

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 18-0586

Authorized User Name _____

9. Signature:

Todd A. Norton

Signature

February 11, 2005

Date

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

Todd A. Norton

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003129 FRAME: 0793

03/04/2005 0000013 2180433 40.00 DP
01 FC:6511

Page 2 of Recordation Form Cover Sheet

1. Name of conveying parties:

MURT CANADA, INC. / October 22, 2004 / Corporation of Ontario

MURT GOVERNMENT SERVICES, INC. / October 22, 2004 / Corporation of Delaware

MURT TRADEMARKS, INC. / October 22, 2004 / Corporation of Delaware

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT dated as of October 22, 2004 (the "Agreement") is made by and among MURT INC., a Delaware corporation ("Murt"), MURT CANADA INC., a corporation organized under the laws of Ontario ("Murt Canada"), MURT GOVERNMENT SERVICES, INC., a Delaware corporation ("MGS"), MURT TRADEMARKS, INC., a Delaware corporation (together with Murt, MGS and Murt Canada, the "Sellers"), and TELESPECTRUM, INC., a Delaware corporation (the "Buyer").

WHEREAS, the Sellers are engaged in the business of providing full-service, multi-channel consultative customer contact solutions, with expertise in incubation and rollout in acquisition, customer care, retention, win-back and complete life cycle management solutions (the "Business");

WHEREAS, this Agreement contemplates a transaction in which the Buyer will acquire substantially all of the assets of the Sellers directly related to the Business and assume certain specified liabilities of the Sellers; and

WHEREAS, the Sellers collectively own all of the material operating assets related to the Business that are being transferred to the Buyer pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms have the meanings set forth below:

"Accounts Receivable" means (a) all trade accounts receivable and other rights to payment from customers of the Sellers and the full benefit of all security for such accounts or rights of payments, including all trade accounts receivable representing amounts receivable in respect of goods shipped or products sold or services rendered to customers of the Sellers, (b) all other accounts or notes receivable of the Sellers and the full benefit of all security for such accounts or notes and (c) any claim, remedy or other right related to any of the foregoing.

"Affiliates" will have the meaning set forth in Rule 12b-2 of the regulations promulgated under the Securities Exchange Act of 1934, as amended.

"Agreement" will have the meaning set forth in the Preamble.

"Allocation Statement" will have the meaning set forth in Section 3.3.

"Ancillary Documents" means the Canadian/Pennsylvania Tax Escrow Agreement, the Retained Tax Liability Escrow Agreement, the Bill of Sale and Assignment and Assumption Agreement, the Trademark Assignment, the Patent Assignment, the Joint Escrow Release

disability, payroll, license, employee or other withholding, or other tax, of any kind whatsoever, including any interest, penalties or additions to tax or additional amounts in respect to the foregoing, including any transferee or secondary liability for a tax and any liability assumed by agreement or arising as a result of being or ceasing to be a member of any affiliated group, or being included or required to be included in any Tax Return relating thereto.

“Trademark Assignment” will have the meaning set forth in Section 7.1(b).

“Transfer Taxes” will have the meaning set forth in Section 6.4.

“WARN Act” means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. Section 2101 et. seq.

Section 1.2 Construction.

(a) For purposes of this Agreement, whenever the context requires, the singular number will include the plural, and vice versa, the masculine gender will include the feminine and neuter genders, the feminine gender will include the masculine and neuter genders, and the neuter gender will include masculine and feminine genders.

(b) As used in this Agreement, the words “include” and “including,” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation.”

(c) Except as otherwise indicated, all references in this Agreement to “Sections” and “Exhibits” are intended to refer to Sections and Exhibits to this Agreement.

(d) As used in this Agreement, the terms “hercof,” “hereunder,” “herein” and words of similar import will refer to this Agreement as a whole and not to any particular provision of this Agreement.

(e) Each Party hereto has participated in the drafting of this Agreement, which each Party acknowledges is the result of extensive negotiations between the Parties. Consequently, this Agreement will be interpreted without reference to any rule or precept of law that states that any ambiguity in a document be construed against the drafter.

(f) As used in this Agreement, all references to currency (including, without limitation, “dollars” and “\$”) will refer to United States dollars.

ARTICLE II

PURCHASE AND SALE OF ASSETS AND ASSUMPTION OF LIABILITIES

Section 2.1 Purchased Assets. At the Closing and upon all of the terms and subject to all of the conditions of this Agreement (including, without limitation, Section 6.3 hereof), the Buyer will purchase, accept and acquire from the Sellers, free and clear of all Liens, and the Sellers will sell, transfer, assign, convey and deliver to the Buyer, all of the Sellers’ right, title and interest, including all intellectual property rights, in and to all of the assets and properties, other than the Excluded Assets (as defined in Section 2.2 hereof), owned, held or used in the

conduct of the Business by the Sellers as the same shall exist on the Closing Date (collectively, the "Purchased Assets"), including without limitation:

(a) all cash, cash equivalents and marketable securities;

(b) all Accounts Receivable;

(c) all rights of the Sellers to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof, including such rights listed on Schedule 2.1(c);

(d) all inventories, supplies and other materials owned by the Sellers for use or consumption in the operation of the Business;

(e) all tangible personal property and leases of and other interests in tangible personal property used in connection with the Business, including, without limitation, the items listed on Schedule 2.1(e);

(f) all Contracts including those listed on Schedule 2.1(f), and all outstanding offers or solicitations made by or to any of the Sellers to enter into a contract relating to the Business;

(g) all non-compete, confidentiality and invention assignment agreements and similar agreements of the Sellers;

(h) all Governmental Authorizations held by the Sellers on behalf of the Business and all applications therefore or renewals thereof, including without limitation, the items listed on Schedule 2.1(h), in each case, to the extent assignable (the "Permits");

(i) all of the intangible rights and property of the Sellers, including Intellectual Property Assets, going concern value, goodwill, telephone, telecopy and e-mail addresses and listings, to the extent assignable, and those items listed on Schedule 2.1(i) (the "Seller Intellectual Property");

(j) all books, records, files and papers, whether in hard copy or electronic format, used in the Business, including without limitation, engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present, former and prospective suppliers and customers, personnel and employment records, and any information relating to Taxes imposed on the Business or the Purchased Assets;

(k) all insurance benefits, including rights and proceeds, arising from or relating to the Purchased Assets or the Assumed Liabilities prior to the Closing Date;


(l) all claims of the Sellers against third parties relating to the Purchased Assets, whether choate or inchoate, known or unknown, contingent or noncontingent; and

(m) any and all proprietary rights to specific telephone business numbers, DID trunks, DID numbers, T1 trunks, 800 numbers, if any, and lines pertaining to the operation of the Business, in each case to the extent assignable.

SCHEDULE 2.1(i) - PURCHASED ASSETS

Murt Trademarks, Inc.

Trademark Registrations

Trademark	Registration Number	Registration Date
TELESPECTRUM	2,063,384	5/20/1997
THE ONE-SOURCE OUTSOURCE	2,486,434	9/11/2001
TELESPECTRUM CUSTOMER INTERACTION MANAGEMENT	2,754,020	8/19/2003
TELESPECTRUM	2,148,271	3/31/1998
	2,180,433	8/11/1998

Trademark Applications

Trademark	Application Number	Application Date
TELESPECTRUM	78/362,698	2/4/2004
C3	78/390,209	3/24/2004
TELESPECTRUM C3	78/390,206	3/24/2004
CONSULTATIVE CUSTOMER CONTACT C3	78/390,198	3/24/2004

Patent Pending

Item	Application Number	Application Date
METHOD OF CAPTURING VALUE IN A BUSINESS PROCESS	60/559,411	4/1/2004

Note: Amounts presented in these schedules are as of September 30, 2004 and are for illustrative purposes. (11)

SCHEDULE 2.1(i) - PURCHASED ASSETS

Murt Inc.

Trade Names / Trademarks / Service Marks

1. Harris Direct Marketing
2. Harris Direct Mail
3. Harris Fulfillment
4. NBG Services
5. RG Associates
6. The Reich Group
7. DialDirect, Inc.
8. InsureDirect Agency
9. TRG/Communications
10. DialDirect Telemarketing
11. Dial Direct Marketing
12. InsureDirect
13. P.R. Response
14. The Response Center
15. The Response Center, Inc.
16. The Tab House
17. The WATS House
18. SOMAR
19. SOMAR Sampling
20. SOMAR Telemarketing
21. Tarp Information Systems
22. Technical Assistance Research Programs
23. TeleSpectrum FX
24. TeleSpectrum
25. TeleSpectrum Training Services
26. TeleSpectrum Worldwide
27. TeleSpectrum Worldwide Inc.
28. TeleSpectrum Worldwide (Canada)

Patents and Patent Applications

All of the Seller's rights in the C³ strategy and process, including all intellectual property related thereto, and interests in any existing and pending trademarks and patents.

Domain Names

1. www.telespectrum.com
2. www.tlsp.com

Note: Amounts presented in these schedules are as of September 30, 2004 and are for illustrative purposes. (10)

* NAME CHANGE FROM
TELESPECTRUM WORLDWIDE, INC.
TO MURT, INC.

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 12:13 PM 03/27/2003
030177411 - 2618050

STATE of DELAWARE
CERTIFICATE of AMENDMENT of
CERTIFICATE of INCORPORATION
of TELESPECTRUM WORLDWIDE INC.

TeleSpectrum Worldwide Inc., a corporation organized and existing under the laws of the State of Delaware (the "Company"), does hereby certify:

FIRST: That the Board of Directors of the Company adopted resolutions on November 14, 2002 with respect to proposed amendments of the Company's Restated Certificate of Incorporation, and in such resolutions the Board of Directors declared the amendments advisable and called for the amendments to be voted on by the stockholders of the Company. The amendments are as follows:

Article 4(A) of the Company's Restated Certificate of Incorporation is amended in its entirety to read as follows:

"4. Capital Stock.

A. Authorized Shares. The total number of shares of all classes of stock which the corporation shall have the authority to issue is 15,000,000, of which 10,000,000 shares are Common Stock, \$0.01 par value, and 5,000,000 shares are Preferred Stock, \$0.01 par value. Of the Preferred Stock, 100,000 shares have been designated Series A Preferred Stock and 90,000 shares have been designated Series B Convertible Preferred Stock.

Upon the effectiveness of this Certificate of Amendment (the "Effective Date"), each share of Common Stock outstanding immediately prior to the Effective Date ("Old Common Stock") automatically and without any action on the part of the holder thereof shall be reclassified and changed into one-thousandth of a share of the Common Stock outstanding after the Effective Date ("New Common Stock"). No fractional shares will be issued. A holder of record of Old Common Stock immediately prior to the Effective Date who would otherwise be entitled to a fraction of a share of New Common Stock will, in lieu thereof, be entitled to receive a cash payment equal to the product obtained by multiplying the fraction of a share of New Common Stock to which such holder would be entitled by \$10. From and after the Effective Date and until exchanged for certificates representing New Common Stock, certificates representing each share of Old Common Stock shall be deemed to represent (a) that number of whole shares of New Common Stock equal to the product obtained by dividing the number of shares represented thereby by 1,000 plus (b) the right to receive cash in lieu of any fractional share of New Common Stock as set forth above.

Prior to the Effective Date, each share of Series B Convertible Preferred Stock was convertible into 8,222.770733 shares of Old Common Stock. From and after the Effective Date, each share of Series B Convertible Preferred Stock will be convertible into 8.222770733 shares of New Common Stock."

Article 8 of the Company's Restated Certificate of Incorporation is amended by deleting in its entirety the first sentence thereof and substituting the following therefor:


"Any action required or permitted to be taken at any annual or special meeting of stockholders of the corporation may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and shall be delivered to the corporation by delivery to its registered office in Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which proceedings of meetings of stockholders are recorded."

SECOND: That pursuant to resolutions of the Board of Directors, a meeting of stockholders of the Company was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware, at which meeting the necessary number of shares required by law were voted in favor of the amendments.

THIRD: That the amendments were duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this Certificate of Amendment to be signed by Kurt E. Dinkelacker, its Executive Vice President and Chief Financial Officer, this 17th day of March, 2003.

TELESPECTRUM WORLDWIDE INC.

By: 
Kurt E. Dinkelacker
Executive Vice President and Chief Financial Officer