

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PGI, Inc.		07/21/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TBA-PGI Acquisition, LLC		
Street Address:	177 Broad Street		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	LTD LIAB JT ST CO: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78266203	DESTINATOR	
CORRESPONDENCE DATA			
Fax Number:	(804)698-2230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-775-1166		
Email:	jpeyton@mcguirewoods.com		
Correspondent Name:	Janet P. Peyton, Esquire		
Address Line 1:	901 East Cary Street		
Address Line 2:	One James Center		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Janet P. Peyton, Esquire		
Signature:	/Janet P.Peyton/		
Date:	08/31/2005		

CH \$40.00 78266203

Total Attachments: 11

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of July __, 2005 ("Effective Date") by and between PGI, Inc., a Delaware corporation, with its principal office at [] ("Assignor") and TBA-PGI Acquisition, LLC, a Delaware limited liability company, with its principal office at c/o JHW Greentree Capital GP, LLC, 177 Broad Street, Stamford, CT 06901 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated July 21, 2005 (the "Purchase Agreement");

WHEREAS, Assignor is the owner of the United States trademark registrations set forth on Schedule A attached hereto, the United States applications for trademark registration set forth on Schedule B attached hereto, the foreign trademark registrations set forth on Schedule C attached hereto, the foreign applications for trademark registration set forth on Schedule D attached hereto, the unregistered trademarks set forth on Schedule E attached hereto and the trade names and assumed names set forth on Schedule F attached hereto (collectively, the "Marks");

WHEREAS, Assignee is the successor to that portion of the business of the Assignor to which the Marks pertain; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's right, title and interest in and to the Marks, together with the goodwill of the business associated therewith,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee Assignor's entire right, title and interest in and to the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, 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 Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement, unfair competition, dilution, 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.

Assignor hereby requests the United States Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information as Assignee may reasonably request (including execution and

delivery of any affidavits, declarations, oaths or other documents as may reasonably be required): (1) in the preparation of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, at Assignee's expense, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) at Assignee's expense, in obtaining any additional trademark 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 or for all foreign countries; and (4) in the implementation of this Assignment.

* * * * *

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first set forth above.

ASSIGNOR:

PGI, INC.

By: 

Name: DARRYL HARTLEY-LEONARD

Title: CHAIRMAN & CEO

ASSIGNEE:

TBA-PGI ACQUISITION, LLC

By: _____

Name:

Title:

Signature Page to
Trademark Assignment

K&E 10640745.

TRADEMARK
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IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers thereunto duly authorized as of the date first set forth above.

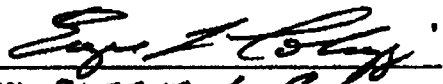
ASSIGNOR:

PGI, INC.

By: _____
Name:
Title:

ASSIGNEE:

TBA-PGI ACQUISITION, LLC

By: 
Name: *EUGENE L. COBUZZI*
Title:

Signature Page to
Trademark Assignment

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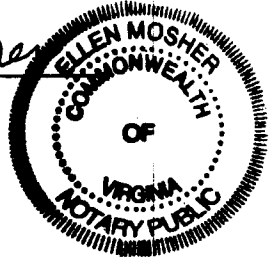
STATE OF Virginia)
City) SS.
COUNTY OF)
Alexandria)

On this 21st day of July, 2005, there appeared before me Darryl Hartley Leonard, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of PGI, INC., a Delaware corporation.

Ellen Mosher

Notary Public

Embossed Hereon is My
Commonwealth of Virginia Notary Public
My Commission Expires November 30, 2006
ELLEN MOSHER





STATE OF)
) SS.
COUNTY OF)

On this _____ day of _____, 2005, there appeared before me _____, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of TBA-PGI ACQUISITION, LLC, a Delaware limited liability company.

Notary Public

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Trademark No.	Registration Date	Mark
1,601,306	0612/1990	WASHINGTONINC stylized WashingtonInc
1,961,531	03/12/1996	KALEIDOSCOPE
2,038,076	02/18/1997	WASHINGTONINC
2,260,237	07/13/1999	PGI and design 
2,369,953	07/25/2000	PGI and design 
2,596,594	07/23/2002	TOTAL EVENT ASSET MANAGEMENT
2,596,593	07/23/2002	TEAM
2,864,890	07/20/2004	PGI THE EVENT AND COMMUNICATIONS AGENCY
2,964,942	07/05/2005	PGI DESTINATOR



SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Application No.	Application Date	Mark
78/266,203	06/24/2003	DESTINATOR

SCHEDULE C

FOREIGN TRADEMARK REGISTRATIONS

Country	Registration No.	Registration Date	Mark
European Union	1057876	05/12/2000	PGI and design 
Canada	TMA555157	12/06/2001	PGI and design 
European Union	2276434	01/23/2003	EMOTION ENGINEERING

SCHEDULE D

FOREIGN TRADEMARK APPLICATIONS

Country	Application No.	Application Date	Mark
None			

SCHEDULE E

UNREGISTERED TRADEMARKS

Country		Date of First Use in Commerce	Mark
None			

SCHEDULE F
TRADE NAMES AND ASSUMED NAMES

None

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