

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRGTS, LLC		03/17/2006	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC		
Street Address:	299 Park Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	2066489	RECOVERNOW	
Registration Number:	1936667	AUDITPRO	
Registration Number:	2712660	PRG	
Registration Number:	2718524	PRG ANSWERS BEYOND THE NUMBERS.	
Registration Number:	2689331	IMDEX	
Registration Number:	2381090	THE RIGHT ANSWER	
Registration Number:	2728150	PRG-SCHULTZ	
Registration Number:	2738292	PRG SCHULTZ ANSWERS BEYOND THE NUMBERS.	
Registration Number:	1664351	HOWARD SCHULTZ & ASSOCIATES	
Registration Number:	2377644	HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL	
Registration Number:	2377643	HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL	
Registration Number:	2279170	SUREF!ND	
Registration Number:	2285531	DIRECTF!ND	

OP \$390.00 2066489

900044627

TRADEMARK
REEL: 003272 FRAME: 0580

Registration Number:	2768167	RECOVERALL
Registration Number:	3012969	TSL

CORRESPONDENCE DATA

Fax Number: (213)996-3339

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45140.00148
NAME OF SUBMITTER:	Claudia R Immerzeel
Signature:	/Claudia R Immerzeel/
Date:	03/20/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 17th day of March, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC, a Delaware limited liability company, in its capacity as Collateral Agent for the Lender Group (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement dated as of March 17, 2006 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") among PRG-SCHULTZ INTERNATIONAL, INC., a Georgia corporation ("Parent"), PRG-SCHULTZ USA, INC., a Georgia corporation (the "Borrower"), each Subsidiary of Parent listed as a "Guarantor" on the signatures pages thereto (such Subsidiaries, together with the Parent, each individually a "Guarantor", and individually and collectively, jointly and severally, the "Guarantors"), the lenders that are from time to time parties thereto (each a "Lender" and, collectively, the "Lenders"), Collateral Agent, and The CIT Group/Business Credit, Inc., a New York corporation, as administrative agent for the Lender Group, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Financing Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

(a) Each Grantor, in order to secure the prompt payment of all of the Secured Obligations (other than the Term Loan Obligations), hereby grants to Collateral Agent, for the benefit of the Revolving Loan Lenders, Collateral Agent, and Administrative Agent, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(i) all of its Trademarks and Intellectual Property Licenses relating to Trademarks to which it is a party including those referred to on Schedule I hereto;

(ii) all reissues, continuations or extensions of the foregoing; and

(iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any

Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

(b) Each Grantor, in order to secure the prompt payment of all of the Secured Obligations (other than the Revolving Loan Obligations), hereby grants to Collateral Agent, for the benefit of the Term Loan Lenders, Collateral Agent, and Administrative Agent, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the Trademark Collateral, whether presently existing or hereafter created or acquired.

(c) Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration as provided in the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all

Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

COLLATERAL AGENT:

ABLECO FINANCE LLC,
a Delaware limited liability company,
as Collateral Agent

By:  _____
Name:
Title:

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned parties, hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

PRGTS, LLC
a Georgia limited liability company

By: 

Name: Clinton McKellar, Jr.

Title: Senior Vice President,
General Counsel & Secretary

[SIGNATURE PAGES TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS/APPLICATIONS

Trademark Registrations

Grantor	Country	Mark	Application/ Registration No.	App/ Registration Date
PRGTS, LLC	USA	RECOVERNOW	2,066,489	6/3/97
PRGTS, LLC	USA	AUDITPRO	1,936,667	11/21/95
PRGTS, LLC	USA	PRG	2,712,660	5/6/03
PRGTS, LLC	USA	PRG ANSWERS BEYOND THE NUMBERS	2,718,524	5/27/03
PRGTS, LLC	USA	IMDEX	2,689,331	2/18/03
PRGTS, LLC	USA	THE RIGHT ANSWER	2,381,090	8/29/00
PRGTS, LLC	USA	PRG-SCHULTZ	2,728,150	6/17/03
PRGTS, LLC	USA	PRG SCHULTZ ANSWERS BEYOND THE NUMBERS	2,738,292	7/15/03
PRGTS, LLC	USA	HOWARD SCHULTZ & ASSOCIATES	1,664,351	11/12/91
PRGTS, LLC	USA	HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL	2,377,644	8/15/00
PRGTS, LLC	USA	HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL	2,377,643	8/15/00
PRGTS, LLC	USA	SUREFIND	2,279,170	9/21/99
PRGTS, LLC	USA	DIRECTFIND	2,285,531	10/12/99
PRGTS, LLC	USA	RECOVERALL	2,768,167	9/23/03
PRGTS, LLC	USA	TSL	3,012,969	11/8/05

TRADE NAMES

None.

COMMON LAW TRADEMARKS

None.

TRADEMARKS NOT CURRENTLY IN USE

None.

TRADEMARK LICENSES

None.