

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRC, LLC		11/29/2006	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	The Royal Bank of Scotland PLC, as Collateral Agent		
Street Address:	101 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10178		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1819161	PRC	
Registration Number:	1820093	PRC	
Registration Number:	1844659	PRECISION RESPONSE CORPORATION	
Registration Number:	2335499	PRECISION RESOLUTION	
Serial Number:	78771456	PRC	
Serial Number:	78797392	SMARTPIPE	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		

CH \$165.00 1819161

900065173

TRADEMARK
 REEL: 003448 FRAME: 0155

ATTORNEY DOCKET NUMBER:	CSC# 678338
NAME OF SUBMITTER:	Matthew Mayer
Signature:	/Matthew Mayer/
Date:	12/20/2006
<p>Total Attachments: 4 source=PRC LLC - RBS tm#page2.tif source=PRC LLC - RBS tm#page3.tif source=PRC LLC - RBS tm#page4.tif source=PRC LLC - RBS tm#page5.tif</p>	

First Lien Trademark Security Agreement

Trademark Security Agreement, dated as of November 29, 2006, by PRC, LLC, a Florida limited liability corporation, with offices at 8151 Peters Road, Suite 3000, Plantation, FL 33324 (the "Pledgor"), in favor of THE ROYAL BANK OF SCOTLAND PLC, with offices at 101 Park Avenue, New York, NY 10178, in its capacity as Collateral Agent (in such capacity, the "Collateral Agent") pursuant to the Credit Agreement.

WITNESSETH:

WHEREAS, Pledgor is party to a First Lien Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this First Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the applicable Secured Parties, to enter into Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the applicable Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise reasonably determine with the consent of the Pledgor, which consent shall not be unreasonably delayed or withheld.

SECTION 4. Termination. Upon the full performance of the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

[First Lien Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantor has caused this First Lien Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PRC, LLC

By: 

Name: John G. Hall

Title: Chief Executive Officer

Accepted and Agreed:

THE ROYAL BANK OF SCOTLAND PLC,
as Collateral Agent

By: _____

Name:


Title:

[First Lien Trademark Security Agreement]

Accepted and Agreed:

THE ROYAL BANK OF SCOTLAND PLC,
as Collateral Agent

By:




Name: David Gilio
Title: Managing Director


[First Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

TRADEMARK	REGISTRATION NUMBER	FILING DATE	OWNER
PRC	1,819,161	2/1/94	PRC, LLC
	1,820,093	2/8/94	PRC, LLC
PRECISION RESPONSE CORPORATION	1,844,659	7/12/94	PRC, LLC
PRECISION RESOLUTION	2,335,499	3/28/00	PRC, LLC

Trademark Applications:

TRADEMARK	APPLICATION NUMBER	FILING DATE	OWNER
	78/771,456	12/12/05	PRC, LLC
SMARTPIPE*	78/797,392	1/23/06	PRC, LLC

*Suspension Letter 6/12/06

[First Lien Trademark Security Agreement]