

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRGRS, Inc.		12/31/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PRGTS, LLC		
<b>Street Address:</b>	600 Galleria Parkway		
<b>Internal Address:</b>	Suite 100		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2689331	IMDEX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(678)420-9301		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	678-420-9300		
<b>Email:</b>	odonnellm@ballardspahr.com		
<b>Correspondent Name:</b>	Sumner C. Rosenberg		
<b>Address Line 1:</b>	Ballard Spahr Andrews & Ingersoll, LLP		
<b>Address Line 2:</b>	999 Peachtree Street; Suite 1000		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30309-3915		
<b>ATTORNEY DOCKET NUMBER:</b>	16092.1018US		
<b>NAME OF SUBMITTER:</b>	Sumner C. Rosenberg		
<b>Signature:</b>	/Sumner C. Rosenberg/		

OP \$40.00 2689331

Date:

02/10/2009

**Total Attachments: 6**

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## BILL OF SALE

**THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT** is executed and delivered on December 31, 2005 (the "Effective Date") by and between PRGRS, Inc., a Delaware corporation ("PRGRS"), and PRGTS, LLC, a Georgia limited liability company ("PRGTS").

### PREAMBLES

**WHEREAS**, on December 16, 2005, the Board of Directors and Sole Stockholder of PRGRS approved the dissolution of PRGRS;

**WHEREAS**, PRGTS is the Sole Stockholder of PRGRS and entered into an Agreement and Plan of Dissolution dated December 16, 2005 (the "Plan of Dissolution").

**NOW, THEREFORE**, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the execution and delivery hereof, the parties hereto agree as follows:

### AGREEMENT

Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Plan of Dissolution.

**FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED**, PRGRS hereby sells, assigns, transfers and conveys to PRGTS, its successors and assigns, and PRGTS assumes and accepts from PRGRS subject to all liens, claims and encumbrances of any kind, effective as of the Effective Date, all of PRGRS's and PRGRS's entire right, title and interest in, to and under all of the assets, property, rights and claims of PRGRS, including but not limited to, all registered and unregistered service and trademarks together with the goodwill of the business symbolized by the service and trademarks, including the right to license, and all patent and patent applications, and any foreign counterpart patents and patent applications (collectively, the "Assets"), including but not limited to those Assets set forth on attached Schedule A.

**TO HAVE AND TO HOLD** the said assets, property, rights and claims unto PRGTS, its successors, transferees and assigns, forever.

No person, firm, corporation or entity other than the parties hereto and the PRGRS shall have any rights or benefits under this Agreement or the provisions contained herein.

Nothing contained herein shall be construed to defeat, impair or limit in any way any rights or remedies of PRGTS to contest or dispute the validity or amount of any liability or obligation specifically assumed by it hereunder.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the rules of conflict of laws of the State of Delaware or any other jurisdiction.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective affiliates, successors and assigns. This Agreement can be executed in counterparts and by facsimile signatures.

*[Signatures Follow]*

IN WITNESS WHEREOF, PRGTS and PRGRS, on behalf of PRGRS, have caused this Bill of Sale and Assignment and Assumption Agreement to be executed on their behalf by their officers thereunto duly authorized, as of the date first above written.

**PRGRS, INC.**

By: C. McKellar, Jr.

Name:

Title:

Clinton McKellar, Jr.  
Senior Vice President,  
General Counsel and Secretary

**PRGTS, LLC**

By: C. McKellar, Jr.

Name:

Title:

Clinton McKellar, Jr.  
Senior Vice President,  
General Counsel and Secretary

**SCHEDULE A****TRADEMARKS**

<b>MARK</b>	<b>FILING DATE</b>	<b>SERIAL NO.</b>	<b>REG. DATE</b>	<b>REG. NO.</b>
RECOVERNOW	12/18/95	75/033884	06/03/97	2,066,489
AUDITPRO	06/24/94	74/542328	11/21/95	1,936,667
PRG	03/06/01	76/219524	05/06/03	2,712,660
PRG (stylized)	03/05/01	76/218751	05/27/03	2,718,524
IMDEX	08/08/01	76/296393	02/18/03	2,689,331
THE RIGHT ANSWER (stylized)	07/08/99	75/725569	08/29/00	2,381,090
PRG-SCHULTZ	08/09/01	78/078407	06/17/03	2,728,150
PRG-SCHULTZ (stylized)	08/28/01	76/306046	07/15/03	2,738,292
RECOVERALL	11/01/01	78/091301	09/23/03	2,768,167
HOWARD SCHULTZ & ASSOCIATES	11/19/90	74/116444	11/12/91	1,664,351
HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL	09/29/99	75/813051	08/15/00	2,377,644
HOWARD SCHULTZ & ASSOCIATES INTERNATIONAL (stylized)	09/29/99	75/813024	08/15/00	2,377,643
SUREF!ND	06/19/98	75/505736	09/21/99	2,279,170
DIRECTF!ND	11/04/98	75/582885	10/12/99	2,285,531

**PATENTS**

<b>TITLE</b>	<b>COUNTRY</b>	<b>FILED/ISSUED</b>	<b>APPLICATION/ PATENT NO.</b>
Systems and Methods for Planning an Audit and Archiving Electronic Mail for Use in Same	U.S.	06/28/02	60/392,371
Systems and Methods for Web-Based Claim Review and Approval	U.S.	04/11/03	60/462,151
Systems and Methods for Email Capture and Archiving	U.S.	04/11/03	60/462,294
Systems and Methods for Email Capture and Archiving	U.S.	04/23/03	60/464,871
Systems and Methods for Capturing and Archiving E-mail	PCT	60/30/03	PCT/US03/20644
Systems and Methods for Claim Processing in a Recovery Audit	PCT	04/12/04	PCT/US04/11201
Systems and Methods for Capturing and Archiving E-mail	U.S.	06/30/03	10/610,267
Systems and Methods for Recovery Audit Scope Determination	PCT	04/23/04	PCT/US04/12705
Systems and Methods for Claim Processing in a Recovery Audit	U.S.	04/12/04	10/822,483
Systems and Methods for Recovery Audit Scope Determination	U.S.	04/23/04	10/830,983
Systems and Methods for Assimilating Divergent Items Into a Single Document	U.S.	08/01/05	60/713,204
Systems and Methods for Planning an Audit and Archiving Electronic Mail for Use in Same	Canadian	12/24/04	2,491,424

TITLE	COUNTRY	FILED/ISSUED	APPLICATION/ PATENT NO.
Systems and Methods for Planning an Audit and Archiving Electronic Mail for Use in Same	European	12/27/04	03762265.1
Systems and Methods for Web-based Claim Review and Approval	European	10/17/05	04759438.7
Systems and Methods for Web-based Claim Review and Approval	Canadian	10/07/05	2,521,827
Systems and Methods for Recover Audit Scope Determination	European	10/31/05	04775905.5
Systems and Methods for Recovery Audit Scope Determination	Canadian	10/14/05	