

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Termination of Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ableco Finance LLC		06/15/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PRGTS, LLC
Street Address:	600 Galleria Parkway
Internal Address:	Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA

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

Registration Number:	2768167	RECOVERALL
Registration Number:	3012969	TSL

CORRESPONDENCE DATA

Fax Number: (212)704-5987
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2127046125
Email: karl.zielaznicki@troutmansanders.com
Correspondent Name: Karl M. Zielaznicki, Esq.
Address Line 1: 405 Lexington Avenue
Address Line 2: Troutman Sanders LLP
Address Line 4: New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	038807.000035
NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	06/22/2010

Total Attachments: 5
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RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT

This RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Release and Termination") is made as of the date set forth below by ABLECO FINANCE LLC, a Delaware limited liability company, in its capacity as Collateral Agent (the "Collateral Agent"), in favor of PRGTS, LLC, a Georgia limited liability company (the "Grantor").

W I T N E S S E T H:

WHEREAS, a certain Financing Agreement, dated as of March 17, 2006, had been entered into by and among PRG-Schultz International, Inc., a Georgia corporation now known as PRGX Global, Inc., PRG-Schultz USA, Inc., a Georgia corporation now known as PRGX USA, Inc., the Grantor and the other Guarantors party thereto, the Lenders party thereto, the Collateral Agent, and the administrative agent party thereto, as thereafter amended, restated supplemented or otherwise modified from time to time (including all schedules thereto, the "Financing Agreement"), pursuant to which certain financial accommodations had been made available from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in connection therewith, the Grantor and the other collateral grantors party thereto, and the Collateral Agent, for the benefit of the Lender Group, entered into a certain Security Agreement dated March 17, 2006 (as from time to time amended, restated, supplemented or otherwise modified, including all annexes, exhibits or schedules thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered to the Collateral Agent, for the benefit of the Lender Group, a certain Trademark Security Agreement dated March 17, 2006, which was recorded in the records of the Assignment Services Division of the U.S. Patent and Trademark Office on March 20, 2006 at Reel 003272, Frames 0580-0588 (the "Trademark Security Agreement"); and

WHEREAS, the obligations under and relating to the Financing Agreement having been paid in full and all commitments thereunder having terminated, the security interests granted under the Security Agreement and the Trademark Security Agreement in favor of the Collateral Agent, for the benefit of the Lender Group, have terminated; and

WHEREAS, in accordance with the Security Agreement, the Collateral Agent is executing and delivering this Release and Termination in order to effect and reflect the release and termination of the 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 accepted and acknowledged, the Collateral Agent hereby agrees as follows for the benefit of the Grantor:

1. DEFINED TERMS. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein have the meanings given to them in (or in accordance with) the Trademark Security Agreement.

2. RELEASE AND TERMINATION OF TRADEMARK SECURITY AGREEMENT. Effective as of the date of this Release and Termination, the Collateral Agent hereby irrevocably and absolutely:

(i) releases and terminates any and all security interests and other liens that the Grantor granted to the Collateral Agent pursuant to the Trademark Security Agreement, including, without limitation, the Collateral Agent's security interests in and liens on the following:

a. all of the Grantor's Trademarks (as defined in the Security Agreement) and Intellectual Property Licenses (as defined in the Security Agreement) relating to Trademarks to which the Grantor is a party, including those referred to on Schedule I attached hereto;

b. all reissues, continuations or extensions of the foregoing; and

c. all products and proceeds of the foregoing, including any claim by the Grantor against third parties for past, present or future (x) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (y) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License;

(ii) terminates the Trademark Security Agreement in full; and

(iii) disclaims all present and future right, title and interest in and to the Trademark Collateral.

3. AUTHORIZATION TO FILE. The Collateral Agent hereby authorizes the Grantor or its counsel to file a copy of this Release and Termination with the Assignment Services Division of the U.S. Patent and Trademark Office in order to effectuate the foregoing releases, terminations and disclaimers with such office and to remove the Trademark Security Agreement and the security interests and other liens granted thereunder from the public record.

4. MISCELLANEOUS.

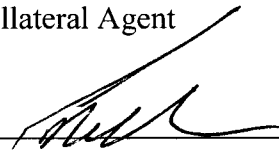
(a) The Collateral Agent expressly agrees to execute and deliver, at the request of the Grantor, such other papers, instruments, and other documents and to perform any other acts as the Grantor may reasonably request in order to give further effect to the release and termination of the Collateral Agent's security interests in the Trademark Collateral or to provide further evidence to support any of the foregoing in the event the same reasonably is deemed necessary by the Grantor.

(b) Any signature to this Release and Termination delivered by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature page follows]

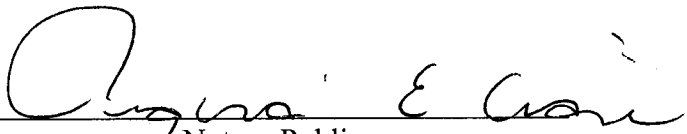
IN WITNESS WHEREOF, the Collateral Agent has caused this Release and Termination to be executed by its duly authorized officer as of this 15 day of June, 2010.

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

By: 
Name: Eric Miller
Title: Senior Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On June 15, 2010, before me, a Notary Public, personally appeared Eric Miller, personally known to me and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


Notary Public

REGINA E. CIANCI
NOTARY PUBLIC, STATE OF NEW YORK
NO. 60-4676879
QUALIFIED IN WESTCHESTER COUNTY
Commission Expires November 30, 2010

Schedule I to Release and Termination

Trademark Registrations/Applications

Grantor	Country	Mark	Application/Registration No.	Application/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