

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Trademark Security Interest at Reel/Frame No. 3998/0915		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regions Bank		07/30/2010	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	PRC, LLC		
Street Address:	8151 Peters Road, Suite 4000		
City:	Plantation		
State/Country:	FLORIDA		
Postal Code:	33324		
Entity Type:	LIMITED LIABILITY COMPANY: FLORIDA		
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:	3186455	PRC	
Serial Number:	78797392	SMARTPIPE	
Serial Number:	78659286	SMART PIPE	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	046803-0001		

OP \$165.00 1819161

900168661

TRADEMARK
 REEL: 004254 FRAME: 0812

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	08/04/2010
Total Attachments: 3 source=xerox33_08#page1.tif source=xerox33_08#page2.tif source=xerox33_08#page3.tif	

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE, dated as of July 30, 2009, (the "Release") is made by REGIONS BANK, ("Lender"), in favor of PRC, LLC, a Florida limited liability company (the "Grantor"), as follows:

WITNESSETH

WHEREAS, pursuant to the Loan and Security Agreement between Grantor, Access Direct Telemarketing, LLC (f/k/a Access Direct Telemarketing, Inc.), PRC B2B, LLC and Precision Response of Pennsylvania LLC (each, a "Borrower"), PRC Intermediate Holdco, LLC as a guarantor and Lender dated as of June 4, 2009 (the "Loan and Security Agreement"), the Security Agreement (Trademarks) between PRC, LLC and Lender dated as of June 4, 2009 (the "Trademark Security Agreement"), Grantor pledged and granted to Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the Property (as defined in the Trademark Security Agreement and including, without limitation, the trademarks on Schedule A attached hereto); all goodwill associated with such Property; and all proceeds of any and all of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark. Capitalized terms used herein without definition are used as defined in the Loan and Security Agreement and the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on June 4, 2009 at Reel/Frame No. 3998/0915;

WHEREAS, the Grantor has requested that Lender release its security interest in and to the Property;

WHEREAS, Lender now desires to release, terminate and discharge the entirety of its security interest in the Property.

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Property pursuant to the Loan and Security Agreement and the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, Lender hereby states as follows:

SECTION 1. Release of Security Interest. Lender, without recourse, representation or warranty, hereby TERMINATES, RELEASES and DISCHARGES its security interest in the Property, and any right, title or interest of Lender in such Property shall hereby cease and become void.

SECTION 2. Further Assurances. Lender shall execute and deliver to Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), shall provide Grantor with any information and additional authorization necessary, and shall take all other actions necessary or reasonably desirable for the release of such security interest.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lender has caused this Release to be duly executed and delivered by its duly authorized officer as of the date first written above.

REGIONS BANK,
as Lender

By: 



Name: Donald E. Smith, Jr.

Title: EVP

[Trademark Release]

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

Reel/Frame: 003812/0915

Grantor	Description of Trademark	Issue Date	Jurisdiction	Registration Number
PRC, LLC	PRC	02/01/94	U.S.	1,819,161
PRC, LLC	PRC (stylized letters) 	02/08/94	U.S.	1,820,093
PRC, LLC	PRECISION RESPONSE CORPORATION	07/12/94	U.S.	1,844,659
PRC, LLC	PRC and Design 	12/19/06	U.S.	3,186,455
Grantor	Description of Trademark	Application Date	Jurisdiction	Application Number
PRC, LLC	SMARTPIPE	01/23/06	U.S.	78/797,392
PRC, LLC (right to sue)	SMARTPIPE	06/27/05	U.S.	78/659,286