

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRGX Commercial LLC		04/11/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	25 Park Place, 23rd Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30303		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77897679	FOUR WAY MATCH	
CORRESPONDENCE DATA			
Fax Number:	4044391765		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404-870-5651		
Email:	sue.wisch@agg.com		
Correspondent Name:	Sue Wisch		
Address Line 1:	171 17th St NW Suite 2100		
Address Line 4:	Atlanta, GEORGIA 30363		
ATTORNEY DOCKET NUMBER:	14686.129		
NAME OF SUBMITTER:	Sue Wisch		
Signature:	/Sue Wisch/		

OP \$40.00 77897679

Date:

04/23/2012

Total Attachments: 8

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SUPPLEMENT TO SECURITY AGREEMENT

THIS SUPPLEMENT TO SECURITY AGREEMENT (this "Supplement"), dated as of April 11, 2012, is executed by PRGX COMMERCIAL LLC, a Georgia limited liability company (the "New Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation, as Administrative Agent (the "Administrative Agent"), on its behalf and on behalf of the other banks and lending institutions (the "Lenders") from time to time party to the Revolving Credit and Term Loan Agreement, dated January 19, 2010, by and among PRGX Global, Inc. (f/k/a PRG-Schultz International, Inc.), a Georgia corporation, and PRGX USA, Inc. (f/k/a PRG-Schultz USA, Inc.), a Georgia corporation (collectively, the "Borrowers"), the Lenders, the Administrative Agent, and SunTrust Bank, as Issuing Bank (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") and on behalf of the other Secured Parties. Terms used herein but not defined herein shall have the meaning defined for those terms in the Security Agreement (as defined below).

WITNESSETH:

WHEREAS, Borrowers, and certain other direct and indirect Subsidiaries of PRGX (collectively with the Borrowers, the "Grantors") are parties to that certain Security Agreement, dated as of January 19, 2010, by and among the Grantors in favor the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantors have granted security interests to the Administrative Agent, for itself and the benefit of the other Secured Parties;

WHEREAS, the Lenders have agreed to make Loans and the Issuing Bank has agreed to issue Letters of Credit to the Borrowers on the terms and conditions contained in the Credit Agreement;

WHEREAS, it is a condition precedent to the continued extension of the Loans and the continued issuance of Letters of Credit under the Credit Agreement that the New Grantor grant to Administrative Agent a security interest in all of its Collateral to secure the Secured Obligations, and the New Grantor wishes to fulfill said condition precedent;

NOW, THEREFORE, in consideration of the premises and in order to ensure the compliance with the Credit Agreement, the New Grantor hereby agrees as follows:

SECTION 1. Grant of Security Interest. In order to secure the full and punctual payment and performance of the Secured Obligations in accordance with the terms thereof, the New Grantor hereby pledges, assigns, hypothecates, sets over and conveys to the Administrative Agent on its behalf and on behalf of the other Secured Parties and grants to the Administrative Agent on its behalf and on behalf of the other Secured Parties a continuing security interest in and to, all of New Grantor's respective rights in and to all Collateral now or hereafter owned or acquired by New Grantor or in which New Grantor now has or hereafter has or acquires any rights, and wherever located. The Security Interests are granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or transfer to the Administrative Agent or any other Secured Party, or in any way affect or modify, any obligation or liability of New Grantor with respect to any Collateral or any transaction in connection therewith.

SECTION 2. Joinder; Authorization of Filings. In accordance with Section 22 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (i) agrees to all the terms and provisions of the Security Agreement applicable to it as Grantor thereunder and (ii) represents and warrants that the representations and warranties made by it as a

Grantor thereunder are true and correct on and as of the date hereof, except to the extent any such representation or warranty expressly refers to an earlier date. In addition to and not in limitation of the agreements, representations and warranties made by New Grantor in the preceding sentence, New Grantor authorizes the Administrative Agent, its counsel or its representative, at any time and from time to time, to file financing statements and amendments that describe the collateral covered by such financing statements as "all assets of the New Grantor", "all personal property of the New Grantor" or words of similar effect, in such jurisdictions as the Administrative Agent may deem necessary or desirable in order to perfect the security interests granted by the New Grantor hereunder. Each reference to a Grantor in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 3. Schedules. The New Grantor shall complete and attach hereto the schedules required under the Security Agreement, specifically, Schedule I, setting forth the offices in which UCC financing statements must be filed, Schedule II, setting forth New Grantor's jurisdiction of incorporation, taxpayer identification number, organizational identification number and correct legal name indicated on the public record of New Grantor's jurisdiction of organization which shows such Grantor to be organized, Schedule III, setting forth the Perfection Certificate as completed by the New Grantor, and Schedule IV setting forth New Grantor's Copyrights, Trademarks and Patents. Schedules I, II, III and IV of the Security Agreement shall be deemed amended by and shall incorporate from the date hereof Schedules I, II, III and IV hereto.

SECTION 4. Representations and Warranties. The New Grantor represents and warrants to the Administrative Agent and the other Secured Parties that the execution, delivery and performance by New Grantor are within New Grantor's organizational powers and have been duly authorized by all necessary organizational, and if required, shareholder, partner or member, action; that this Supplement has been duly executed and delivered by the Borrowers, and that each of this Supplement and the Security Agreement constitutes valid and binding obligations of New Guarantor, enforceable against it in accordance with its respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

SECTION 5. Binding Effect. This Supplement shall become effective when it shall have been executed by the New Grantor and accepted by the Administrative Agent, and thereafter shall be binding upon the New Grantor and Administrative Agent and shall inure to the benefit of the Secured Parties and the New Grantor. Upon the effectiveness of this Supplement, this Supplement shall be deemed to be a part of and shall be subject to all the terms and conditions of the Security Agreement. The New Grantor shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of the Agent and Lenders.

SECTION 6. Governing Law. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREBUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW (WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF) OF THE STATE OF GEORGIA.

SECTION 7. Execution in Counterparts. This Supplement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 8. Notices to New Grantor. All communications and notices hereunder shall be in writing and given as provided in Section 15 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature

below, with a copy to the Borrowers' Agent.

SECTION 9. Headings. The headings of the sections and other provisions hereof are provided for convenience only and shall not in any way affect the meaning or construction of any provision of this Supplement.

(Signature on following page)

IN WITNESS WHEREOF, the New Grantor has duly executed this Supplement to the Security Agreement as of the day and year first above written.

PRGX COMMERCIAL LLC

By:  (SEAL)
Name: Robert Lee
Title: Chief Financial Officer & Treasurer

Address: 600 Galleria Parkway, Suite 100
Atlanta, Georgia 30339

SCHEDULE I
LIST OF FILING OFFICES

Name of Grantor	Jurisdiction	Office(s)
PRGX Commercial LLC	Georgia	Georgia Central Index

SCHEDULE II

Grantor's Exact Legal Name	Jurisdiction of Organization	Taxpayer ID Number	Organizational ID Number
PRGX Commercial LLC	Georgia	45-3817455	11085107

SCHEDULE III
PERFECTION CERTIFICATE

[See Attached]

SCHEDULE IV
COPYRIGHTS, TRADEMARKS AND PATENTS

Intellectual Property

Trademark Name: FOUR WAY MATCH
Country: United States
Serial Number: 77897679
Filing Date: December 20, 2009
Registration Number: 3958963
Registration Date: May 10, 2011

The owner of record of the trademark "FOUR WAY MATCH" is Business Strategy, Inc., an entity which was merged with and into PRGX Commercial, LLC as of December 1, 2011. Consistent with the Borrowers' ownership of other intellectual property, PRGX Commercial, LLC intends to assign the aforementioned mark to PRGTS, LLC, a wholly owned subsidiary of PRGX Global, Inc.