

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRGX Commercial LLC		05/17/2012	LIMITED LIABILITY COMPANY: GEORGIA
RECEIVING PARTY DATA			
Name:	PRGTS, LLC		
Street Address:	600 Galleria Parkway, Suite 100		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77897679	FOUR WAY MATCH	
CORRESPONDENCE DATA			
Fax Number:	4049626596		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	404.885.3678		
Email:	sofia.jeong@troutmansanders.com		
Correspondent Name:	Sofia Jeong		
Address Line 1:	600 Peachtree Street NE, Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	PRGTX 038807.51		
NAME OF SUBMITTER:	Sofia Jeong		
Signature:	/Sofia Jeong/		

OP \$40.00 77897679

Date:

05/18/2012

Total Attachments: 2

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of the 17th day of May, 2012, by and between PRGX COMMERCIAL LLC, a Georgia limited liability company ("Assignor"), and PRGTS, LLC, a Georgia limited liability company, whose address is 600 Galleria Parkway, Suite 100, Atlanta, Georgia 30339 ("Assignee," together with Assignor, the "Parties").

WITNESSETH

WHEREAS, Assignor is the owner of all right, title and interest in and to the intellectual property, including the trademarks set forth on Schedule A attached hereto and incorporated herein by this reference (the "Intellectual Property"); and

WHEREAS, the Assignor wishes to transfer and assign to the Assignee and the Assignee wishes to acquire from the Assignor all the Assignor's right, title, interest and use in and to the Intellectual Property and its respective applications (the "Trademark Rights") and any resulting registrations, including the goodwill associated with such Trademark Rights.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Transfer and Assignment. Assignor hereby grants, conveys and assigns to Assignee all of its right, title and interest in and to the Intellectual Property and Trademark Rights, together with the goodwill identified by the trademarks, the portion of the underlying business associated with the Trademark Rights, along with the right to recover damages, profits and other remedies for past infringement of the Intellectual Property.

2. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments, and to do any and all further acts, deemed necessary by Assignee to vest in Assignee all right, title and interest in and to the Intellectual Property, and to enable such right, title and interest to be recorded in the appropriate governmental authority or agency.

3. This Assignment: (a) is governed by Georgia law; (b) may not be amended except by a writing executed by all parties; (c) supersedes any oral or written agreement, understanding, discussion or other documentation to the contrary and (d) can be executed and delivered by facsimile or other electronic signature by any of the parties as if the original has been executed and delivered.

"ASSIGNOR"

"ASSIGNEE"

PRGX Commercial LLC

PRGTS, LLC

By: [Signature]

By: [Signature]

Name: Robert Lee

Name: Robert Lee

Title: CFO

Title: CFO

Date: May 17, 2012

Date: May 17, 2012

Schedule A

Transferred Intellectual Property

Mark	Serial Number/Registration Number
FOUR WAY MATCH	77897679/3958963

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