

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
MRC Group		03/04/2004	CORPORATION: NEVADA

RECEIVING PARTY DATA	
Name:	MRC Group, LLC
Street Address:	1235 Westlakes Drive
Internal Address:	Suite 160
City:	Berwyn
State/Country:	PENNSYLVANIA
Postal Code:	19312
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2706745	COLRRS

CORRESPONDENCE DATA	
Fax Number:	(215)981-4750
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-981-4097
Email:	serritellaj@pepperlaw.com
Correspondent Name:	Joseph J. Serritella
Address Line 1:	Pepper Hamilton LLP
Address Line 2:	3000 Two Logan Square
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2799

ATTORNEY DOCKET NUMBER:	113751.9
-------------------------	----------

NAME OF SUBMITTER:	Joseph J. Serritella
--------------------	----------------------

Total Attachments: 3
 source=TrademarkAssignmententreColrrs 1#page1.tif
 source=TrademarkAssignmententreColrrs 2#page1.tif

OP \$40.00 2706745

TRADEMARK ASSIGNMENT

This Assignment is dated as of March 4, 2004 by MRC Group, a Nevada corporation (“Assignor”), for the benefit of MRC Group, LLC, a Delaware limited liability company (the “Assignee”).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement (the “Purchase Agreement”) dated March 1, 2004 whereby Assignor has agreed sell, assign and transfer to Assignee certain assets of Assignor, including the transfer of certain trademark rights, free and clear of all Encumbrances (as such term is defined in the Purchase Agreement); and

WHEREAS, Assignor and Assignee desire to consummate such sale, assignment and transfer pursuant to this Assignment;

NOW, THEREFORE, in consideration of the receipt of good and valuable consideration and other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee all of Assignor’s right, title and interest in and to the trademark listed below, together with the goodwill associated therewith and symbolized thereby, and the registrations thereof, including the right to sue for past infringement, if there may be any (collectively, the “Trademark”), free and clear of all Encumbrances (as such term is defined in the Purchase Agreement):

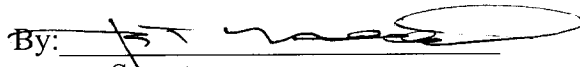
<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
COLRRS	2,706,745	April 15, 2003

Assignor agrees to cooperate with Assignee in order to carry out the intent of this Assignment and to take such further action and to execute such further documents and instruments as may, in Assignee’s reasonable judgment, be necessary in order to evidence Assignee’s ownership of the Trademark, at the sole expense of Assignee.

This Assignment shall inure to the benefit of Assignee and its successors and assigns and shall be binding upon Assignor and its successors and assigns.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment on the date first above written.

MRC GROUP

By: 
Secretary

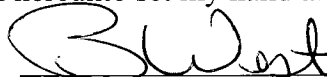
STATE OF Nevada _____ :

: SS

COUNTY OF Clark _____ :

On this, the ~~4th~~ ^{20th} day of ~~March~~ ^{August}, 2004, before me
Barbara West, the undersigned officer, personally appeared
James T. Medick, who acknowledged himself to be the Secretary of MRC Group, a
Nevada corporation, and that he as such President, being authorized to do so, executed
the foregoing instrument for the purposes therein contained by signing the name of the
corporation by himself as President.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

