

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Assignor's security interest (See document for details).		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Royal Bank of Scotland PLC		03/13/2008	Bank:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Law Debenture Trust Company of New York		
<b>Street Address:</b>	400 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10017		
<b>Entity Type:</b>	TRUST:		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1819161	PRC	
Registration Number:	1820093	PRC	
Registration Number:	1844659	PRECISION RESPONSE CORPORATION	
Registration Number:	2335499	PRECISION RESOLUTION	
Registration Number:	3186455	PRC	
Serial Number:	78797392	SMARTPIPE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)508-1450		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2127057768		
<b>Email:</b>	brandi.sinkovich@bingham.com		
<b>Correspondent Name:</b>	Bingham McCutchen LLP		
<b>Address Line 1:</b>	399 Park Avenue		
<b>Address Line 2:</b>	Brandi Sinkovich		
<b>Address Line 4:</b>	New York, NEW YORK 10022		

OP \$165.00 1819161

NAME OF SUBMITTER:	Brandi Sinkovich
Signature:	/brandi sinkovich/
Date:	03/17/2008
Total Attachments: 6 source=trademark assignment#page1.tif source=trademark assignment#page2.tif source=trademark assignment#page3.tif source=trademark assignment#page4.tif source=trademark assignment#page5.tif source=trademark assignment#page6.tif	

## TRADEMARK ASSIGNMENT

WHEREAS, THE ROYAL BANK OF SCOTLAND PLC, in its capacity as the prior administrative agent and collateral agent (in such capacity, "Assignor") under the Amended and Restated Second Lien Credit and Guaranty Agreement, dated as of November 29, 2006 and amended and restated on December 20, 2006 (the "Credit Agreement") and the Second Lien Trademark Security Agreement, dated as of November 29, 2006 (the "Trademark Security Agreement" and together with the Credit Agreement, the "Agreements"), desires to assign to LAW DEBENTURE TRUST COMPANY OF NEW YORK, a limited purpose trust company duly organized and existing under the laws of the State of New York ("Assignee"), all of its right, title and interest in and to the trademarks and trade names and the applications and registrations therefor set forth in the attached Schedule A under and pursuant to the Agreements, and all common law rights to such trademarks and all of the goodwill of the business symbolized thereby and associated therewith (all collectively, the "Trademarks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Trademarks together with the goodwill of the business symbolized thereby and the entire business and/or portion thereof to which the Trademarks pertain.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells and transfers unto Assignee its entire right, title and interest throughout the world in perpetuity in and to the Trademarks, including common law rights, together with the goodwill of the business symbolized thereby and the entire business and/or portion thereof to which the Trademarks pertain, and the right to sue and recover for all past, present and future infringements and other violations of the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made.

Assignor hereby covenants and agrees to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect the rights of Assignee, its successors, assigns or other legal representatives in and to the Trademarks.

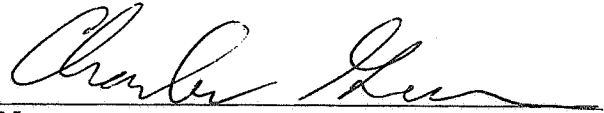
Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademarks are more fully set forth in the Trademark Security Agreement, by PRC, LLC in favor of Assignor. The terms and provisions of the Trademark Security Agreement are incorporated herein by reference as if fully set forth herein.

*Remainder of page intentionally left blank; signature pages to follow.*

IN WITNESS WHEREOF, Assignor has executed this Trademark Assignment as an instrument under seal as of this 13 day of March 2008.

ASSIGNOR:

THE ROYAL BANK OF SCOTLAND PLC

A handwritten signature in cursive script, appearing to read "Charles Greer", written over a horizontal line.

Name:

Title:

**Charles Greer**  
**Senior Vice President**

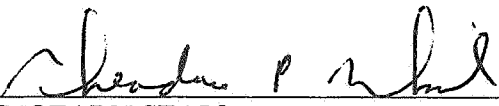
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK


On this 13 day of March 2008, before me, the undersigned, personally appeared Charles Green, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
[NOTARY SEAL]

**THEODORE P. NIKOLIS**  
NOTARY PUBLIC, State of New York  
No. 02NI6129589  
Qualified in New York County  
Commission Expires June 27, 2009

ASSIGNEE:

LAW DEBENTURE TRUST COMPANY  
OF NEW YORK



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Name: *Robert L. Bice II*  
Title: *Vice President*

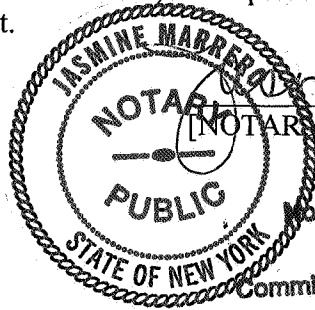
CERTIFICATE OF ACKNOWLEDGMENT

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 17 day of March 2008, before me, the undersigned, personally appeared Donald Bice, II, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.





Jasmine Marrero  
[NOTARY SEAL]

JASMINE MARRERO  
Notary Public, State of New York  
No. 01MA6089997  
Qualified in Bronx County  
Commission Expires 3/31 2011

**SCHEDULE A**

**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**United States Trademark Registrations:**

<b>Trademark</b>	<b>Registration Number</b>	<b>Filing Date</b>	<b>Owner</b>
PRC	1,819,161	2/1/94	PRC, LLC
	1,820,093	2/8/94	PRC, LLC
Precision Response Corporation	1,844,659	7/12/94	PRC, LLC
Precision Resolution	2,335,499	3/28/00	PRC, LLC
	3,186,455	12/19/06	PRC, LLC

**United States Trademark Applications:**

<b>Trademark</b>	<b>Registration Number</b>	<b>Filing Date</b>	<b>Owner</b>
Smartpipe*	78/797,392	1/23/06	PRC, LLC

\*Suspension Letter 6/12/06

**United States Trademark Licenses:**

None.

A/72396197.7