

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of First Lien Security Interest at Reel/Frame No. 3448/0155		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Royal Bank of Scotland PLC		06/30/2008	Bank:
RECEIVING PARTY DATA			
Name:	PRC, LLC		
Street Address:	8151 Peters Road		
Internal Address:	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:	2335499	PRECISION RESOLUTION	
Registration Number:	3186455	PRC	
Serial Number:	78797392	SMARTPIPE	
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		

OP \$165.00 1819161

ATTORNEY DOCKET NUMBER:	044296-0002
NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	07/09/2008

Total Attachments: 8
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INTELLECTUAL PROPERTY TERMINATION AND RELEASE

THIS INTELLECTUAL PROPERTY TERMINATION AND RELEASE (this "Agreement") dated as of June 30, 2008, is made by and among PRC, LLC (the "Grantor"), The Royal Bank of Scotland plc, as administrative agent for the Lenders (as defined in the First Lien Credit Agreement referred to below) (in such capacity, the "First Lien Administrative Agent"), and collateral agent for the Lenders (in such capacity, the "First Lien Collateral Agent" and together with the First Lien Administrative Agent, the "First Lien Agent"), and Law Debenture Trust Company of New York, as administrative agent for the Lenders (as defined in the Second Lien Credit Agreement referred to below) (in such capacity, the "Second Administrative Agent"), and collateral agent for the Lenders (as defined in the Second Lien Credit Agreement) (in such capacity, the "Second Lien Collateral Agent" and together with the Second Lien Administrative Agent, the "Second Lien Agent"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the First Lien Credit Agreement (as defined below).

RECITALS

A. WHEREAS, the Grantor and the First Lien Agent are parties to that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of December 20, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified to the date hereof, the "First Lien Credit Agreement"), by and among Grantor, Panther/DCP Intermediate Holdings, LLC, RBS Securities Corporation, as Sole Lead Arranger and Sole Book Running Manager, the financial institutions from time to time parties thereto (the "First Lien Lenders") and the First Lien Agent.

B. WHEREAS, the Grantor and the Second Lien Agent are parties to that certain Amended and Restated Second Lien Credit and Guaranty Agreement, dated as of December 20, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified to the date hereof, the "Second Lien Credit Agreement"), by and among Grantor, Panther/DCP Intermediate Holdings, LLC, RBS Securities Corporation, as Sole Lead Arranger and Sole Book Running Manager, the financial institutions from time to time parties thereto (the "Second Lien Lenders") and the Second Lien Agent.

C. WHEREAS, the Grantor granted a security interest in the trademarks identified on Exhibit A attached hereto (collectively, the "Trademarks") to the First Lien Agent for the benefit of the First Lien Lenders, pursuant to that certain First Lien Trademark Security Agreement, dated December 20, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified to the date hereof, the "First Lien Trademark Security Agreement"), executed by the Grantor in favor of the First Lien Agent, and to the Second Lien Agent for the benefit of the Second Lien Lenders, pursuant to that certain Second Lien Trademark Security Agreement, dated December 20, 2006 (as amended, restated, amended and restated, supplemented or otherwise modified to the date hereof, the "Second Lien Trademark Security Agreement"), executed by the Grantor in favor of the Second Lien Agent

D. WHEREAS, the Grantor granted a security interest in the patents identified on Exhibit B attached hereto (collectively, the “Patents”) to the First Agent for the benefit of the First Lien Lenders, pursuant to that certain First Lien Patent Security Agreement, dated December 20, 2006 (the “First Lien Patent Security Agreement” and together with the First Lien Trademark Security Agreement, the “First Lien Security Agreements”), executed by the Grantor in favor of the First Lien Agent. and to the Second Agent for the benefit of the Second Lien Lenders, pursuant to that certain Second Lien Patent Security Agreement, dated December 20, 2006 (the “Second Lien Patent Security Agreement” and together with the Second Lien Trademark Security Agreement, the “Second Lien Security Agreements”), executed by the Grantor in favor of the Second Lien Agent.

E. WHEREAS, in order to evidence the grant of security interests under the First Lien Security Agreements and the Second Lien Security Agreements, the Grantor caused the due execution and delivery of, inter alia, certain filings in the United States Patent and Trademark Office (the “USPTO”).

F. WHEREAS, pursuant to that certain plan of reorganization filed by the Grantor with the United States Bankruptcy Court for the Southern District of New York on April 10, 2008 (as amended, restated, amended and restated, supplemented or otherwise modified, the “Plan”) the obligations under the First Lien Credit Agreement, the Second Lien Credit Agreement, the Loan Documents, the Loan Documents (as defined in the Second Lien Credit Agreement) and all documents and agreements delivered pursuant to the First Lien Credit Agreement or the Second Lien Credit Agreement or in connection therewith, have been discharged.

G. WHEREAS, the First Lien Agent has agreed to terminate and release all security interests granted to or held by the First Lien Agent for the benefit of the First Lien Lenders as security for the Obligations under the First Lien Credit Agreement and the other Loan Documents, and the Second Lien Agent has agreed to terminate and release all security interests granted to or held by the Second Lien Agent for the benefit of the Second Lien Lenders as security for the Obligations under the Second Lien Credit Agreement and the other Loan Documents (as defined in the Second Lien Credit Agreement).

H. WHEREAS, in order to evidence the release of the security interests granted pursuant to the First Lien Agreements and the Second Lien Security Agreements, the Grantor has requested, and First Lien Agent on behalf of the First Lien Lenders and the Second Lien Agent on behalf of the Second Lien Lenders, have agreed to execute and deliver this Agreement.

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor, the First Lien Agent and the Second Lien Agent hereby agree as follows:

SECTION 1. Release and Discharge. In furtherance of the releases granted pursuant to the Plan, the First Lien Agent agrees to terminate and release all security interests granted to or held by the First Lien Agent in the Trademarks and Patents pursuant to the First Lien Security Agreements as security for the Obligations under the Credit Agreement and the other Loan Documents, and the Second Lien Agent agrees to terminate and release all security interests granted to or held by the Second Lien Agent in the Trademarks and Patents pursuant to the

Second Lien Security Agreements as security for the Obligations (as defined in the Second Lien Credit Agreement) under the Second Lien Credit Agreement and the other Loan Documents (as defined in the Second Lien Credit Agreement). The First Lien Agent agrees that the Trademarks and Patents securing the Obligations are hereby released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the First Lien Security Agreements and such security interests are hereby reconveyed to the Grantor, and the Second Lien Agent agrees that the Trademarks and Patents securing the Obligations (as defined in the Second Lien Credit Agreement) are hereby released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the Second Lien Security Agreements and such security interests are hereby reconveyed to the Grantor.

SECTION 2. Effectiveness. This Agreement becomes effective when all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile transmission).

SECTION 3. Further Assurances. The First Lien Agent and the Second Lien Agent each agree that they shall, from time to time, at the expense of the Grantor, execute, acknowledge and deliver to the Grantor and their respective designees, successors or assigns such instruments, agreements, and other documents as the Grantor or their respective successors or assigns shall reasonably request in order to further evidence the releases and discharges described in Section 1 above.


SECTION 4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile transmission), each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

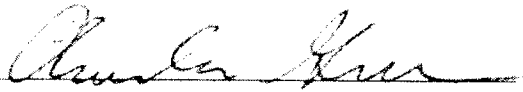
PRC, LLC

By: 
Name: J. Robert Gary
Title: Chief Financial Officer

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
TERMINATION AND RELEASE]

TRADEMARK
REEL: 003812 FRAME: 0890

**THE ROYAL BANK OF SCOTLAND PLC, as First
Lien Agent**

By: 
Name: Charles Good
Title: Senior Vice President

**LAW DEBENTURE TRUST COMPANY OF NEW
YORK, as Second Lien Agent**

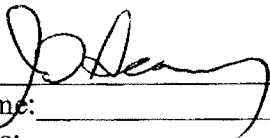


By: 
Name: _____ **James D. Heaney**
Title: _____ **Vice President**

Exhibit A

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations:

Trademark	Registration Number	Filing Date	Owner
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:

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

*Suspension Letter 6/12/06

United States Trademark Licenses:

None.

Exhibit B

Patents

OWNER	APPLICATION NUMBER	DESCRIPTION
PRC, LLC	20040064360 Filed: 4/1/04	Title - Method And Apparatus For Managing Resources Within An Organization And In A Sales & Marketing Pipeline