

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
PRC, LLC		06/30/2008	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	The Bank of New York
Street Address:	600 East Las Colinas Boulevard
Internal Address:	Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	CORPORATION: NEW YORK

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:	3186455	PRC
Serial Number:	78797392	SMARTPIPE
Serial Number:	78659286	SMART PIPE

CORRESPONDENCE DATA

Fax Number: (646)710-1060
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-408-1060
 Email: bbarrera@chadbourn.com
 Correspondent Name: B BARRERA
 Address Line 1: 30 Rockefeller Plaza
 Address Line 4: NY, NEW YORK 10112

TRADEMARK

ATTORNEY DOCKET NUMBER:	15566-022
NAME OF SUBMITTER:	Brigitte Barrera
Signature:	/Brigitte Barrera/
Date:	07/25/2008
Total Attachments: 5 source=PRC LLC to Bank of NY - Trademark Assignment 2008#page1.tif source=PRC LLC to Bank of NY - Trademark Assignment 2008#page2.tif source=PRC LLC to Bank of NY - Trademark Assignment 2008#page3.tif source=PRC LLC to Bank of NY - Trademark Assignment 2008#page4.tif source=PRC LLC to Bank of NY - Trademark Assignment 2008#page5.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 30, 2008 (as amended, restated or otherwise modified, the “**Trademark Security Agreement**”), between **PRC, LLC**, a Florida limited liability company (“**Grantor**”), and **THE BANK OF NEW YORK**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement (Second Lien) dated as of June 30, 2008 (the “**Second Lien Pledge and Security Agreement**”) between Grantor and the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Second Lien Credit Agreement, Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Pledge and Security Agreement and used herein have the meaning given to them in the Second Lien Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, “**Trademarks**”); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, “**Trademark Licenses**”).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Second Lien Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Pledge and Security Agreement, the provisions of the Second Lien Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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TRADEMARK SECURITY AGREEMENT

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PRC, LLC,
as Grantor

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

Accepted and Agreed:

THE BANK OF NEW YORK,
as Collateral Agent


By: 
Name: _____
Title: ROBERT D HINGSTON
VICE PRESIDENT

Trademark Security Agreement (Second Lien)

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Description of Trademark	Issue Date	Jurisdiction	Registration Number
PRC, LLC	PRC	02/01/94	U.S.	1,819,161
PRC, LLC	PRC (stylized letters)	02/08/94	U.S.	1,820,093
PRC, LLC	PRECISION RESPONSE CORPORATION	07/12/94	U.S.	1,844,659
PRC, LLC	PRC and Design 	12/19/06	U.S.	3,186,455
Grantor	Description of Trademark	Application Date	Jurisdiction	Application Number
PRC, LLC	SMARTPIPE	01/23/06	U.S.	78/797,392
PRC, LLC (right to sue)	SMARTPIPE	06/27/05	U.S.	78/659,286
PRC, LLC	PRC and Design	6/12/06	Dominican Republic	2006-39895
PRC, LLC	PRC and Design	6/9/2006	India	1458419
PRC, LLC	PRC and Design	6/9/2006	Philippines	4-2006-006202

TRADEMARK SECURITY AGREEMENT

RECORDED: 07/25/2008

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