

**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		06/04/2009	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

Name:	Regions Bank
Street Address:	191 Peachtree Street
Internal Address:	Suite 3800
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30303
Entity Type:	CORPORATION: ALABAMA

**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: (404)572-5128  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-572-3427  
 Email: slee@kslaw.com  
 Correspondent Name: King & Spalding LLP  
 Address Line 1: 1180 Peachtree Street, N.E.

CH \$165.00 1819161

Address Line 2: c/o Semi Lee  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	02532.009054
NAME OF SUBMITTER:	Semi Lee
Signature:	/Semi Lee/
Date:	06/04/2009

Total Attachments: 4  
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## SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of June 4, 2009, made by the undersigned, PRC, LLC, a Florida limited liability company (the "Company"), to and in favor of REGIONS BANK ("Lender"), pursuant to a certain Loan and Security Agreement, dated of even date herewith, between the Company (among other parties identified as "Credit Parties" therein) and Lender (as it may be amended or modified from time to time, the "Loan Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the Loan Agreement.

WITNESSETH:

### RECITALS.

- A. The Company owns certain trademarks which are registered in the United States Patent and Trademark Office, all as more fully described on Schedule I attached hereto and by reference made part hereof; and
- B. The Lender proposes to make certain loans or other financial accommodations to the Company pursuant to the Loan Agreement; and
- C. Pursuant to the Loan Agreement, as security for the Obligations, the Company has granted to the Lender a security interest in the property described as Collateral therein, including, without limitation, all of the Company's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Company now has or hereafter acquires rights, and wherever located; and all proceeds of any of the foregoing; and
- D. As a condition precedent to the extension of such financial accommodations to the Company pursuant to the Loan Agreement and in furtherance of the Loan Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender a security interest in the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof; including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Company hereby grants a security interest to the Lender in all of its right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located and the goodwill of the business of the

Company relating thereto or represented thereby, including, without limitation, each Trademark referred to in Schedule I hereto; and

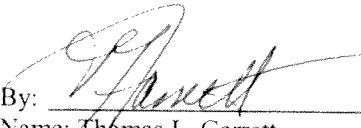
(b) all proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark, including, without limitation, any such Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
4. This Agreement shall terminate upon termination of the Loan Agreement, in accordance with its terms. Upon termination of this Agreement, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in the in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Loan Agreement.
5. If at any time before the termination of this Agreement in accordance with Section 4, the Company shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of the Loan Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule 1 to include any future Trademarks covered by Section 2 or by this Section 5.
6. The Company further agrees that (a) the Lender shall not have any obligation or responsibility to protect or defend the Property and the Company shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Loan Agreement, (b) the Company promptly shall advise the Lender promptly in writing upon detection of infringements of any of the Property being used in the Company's business and (c) if the Company fails to comply with the requirements of the preceding clause (a), the Lender may do so in the Company's name or in its own name, but in any case at the Company's expense, and the Company hereby agrees to reimburse the Lender for all expenses, including attorneys' fees, to the extent reasonably incurred by the Lender in protecting, defending and maintaining the Property.
7. This Agreement Shall Be Construed In Accordance With And Governed By The Laws Of The State Of Georgia, Except To The Extent That Perfection (And The Effect Of Perfection And Nonperfection) And Certain Remedies May Be Governed By The Laws Of Any Jurisdiction Other Than The State Of Georgia.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

PRC, LLC

By:   
Name: Thomas L. Garrett  
Title: EVP & CFO

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>Name</u>	<u>Number</u>
PRC	1,819,161
PRC Stylized Letters	1,820,093
Precision Resource Corporation	1,844,659
RRC and Design	3,186,455
SMARTPIPE	78/797,392
SMARTPIPE	78/659/286