

Form PTO-1594 (Rev. 03/05)  
OMB Collection 0851-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

8350723

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<b>1. Name of conveying party(ies):</b> <u>BearingPoint, Inc.</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input type="checkbox"/> Other _____ Citizenship (see guidelines) _____ Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>UBS AG, Stamford Branch, as agent</u> Internal Address: _____ Street Address: <u>677 Washington Blvd.</u> City: <u>Stamford</u> State: <u>CT</u> Country: <u>U.S.</u> Zip: <u>06901</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input type="checkbox"/> Other _____ Citizenship _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
<b>3. Nature of conveyance /Execution Date(s) :</b> Execution Date(s) <u>July 19, 2005</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		<b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b> A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b> _____			
<b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b> Name: <u>Laura Konrath</u> Internal Address: <u>Winston &amp; Strawn LLP</u> <u>33rd Floor</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>Illinois</u> Zip: <u>60601</u> Phone Number: <u>(312) 558-6352</u> Fax Number: <u>(312) 558-5700</u> Email Address: _____		<b>6. Total number of applications and registrations involved:</b> <u>18</u> <b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41)</b> <u>\$465</u> <input type="checkbox"/> Authorized to be charged by credit card <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
<b>9. Signature:</b> <u>Laura Konrath</u> Name of Person Signing		<b>8. Payment Information:</b> a. Credit Card Last 4 Numbers _____ Expiration Date _____ b. Deposit Account Number <u>232428</u> Authorized User Name <u>Laura Konrath</u> August 25, 2005 Date Total number of pages including cover sheet, attachments, and document: _____	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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*Continuation  
Item 4*

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

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R2I	BearingPoint, Inc.	US	2,547,347; 2,540,419; 2,576,084	USPTO
R2I Rapid Return on Investment and Design	BearingPoint, Inc.	US	2,638,926; 2,640,270	USPTO
Configure to Fit	BearingPoint, Inc.	US	2552437; 2,552,436	USPTO
CTF	BearingPoint, Inc.	US	2552438; 2,510,445	USPTO
CTF Configure to Fit and Design	BearingPoint, Inc.	US	2,547,345; 2,547,346	USPTO
Matrix	BearingPoint, Inc.	US	2,636,000	USPTO
Path to Convergence	BearingPoint, Inc.	US	2,634,870	USPTO
PMOnline	BearingPoint, Inc.	US	2,880,472; 2,880,360	USPTO
Point	BearingPoint, Inc.	US	2,749,423; 2,567,478	USPTO
Quickscan	BearingPoint, Inc.	US	2,585,871	USPTO
Matrix	BearingPoint, Inc.	EU	2,075,695	EPO
Matrix	BearingPoint, Inc.	UK	2,243,455	UK
R2I Rapid Return on Investment	BearingPoint, Inc.	CA	App. No. 1127,117	CIPO
R2I	BearingPoint, Inc.	CA	592,580	CIPO
Configure to Fit	BearingPoint, Inc.	CA	634,656	CIPO
CTF	BearingPoint, Inc.	CA	607,068	CIPO

### Trademark Security Agreement

Trademark Security Agreement, dated as of July 19, 2005, by BearingPoint, Inc. and certain other Pledgors signatory hereto (the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

#### WITNESSETH:

WHEREAS, Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Security Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) registered Trademarks, and applications therefor, of such Pledgor listed on Schedule I attached hereto;
- (b) all business goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Trustee with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the full performance of the Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

JUL-14-2005 17:06 FROM:UBS

2037193092

TD:912122944700

P.13/15

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


Very truly yours,

BEARINGPOINT, INC.


By: \_\_\_\_\_

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Administrative Agent

By:  \_\_\_\_\_

Wilfred V. Sainf  
Director  
Banking Products  
Services US


By:  \_\_\_\_\_

Doris Mesa  
Associate Director  
Banking Products  
Services, US

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

Very truly yours,

BEARINGPOINT, INC.

By: Patrick H. Kinzler  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  


Accepted and Agreed:

UBS AG, STAMFORD BRANCH,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE I TO TRADEMARK SECURITY AGREEMENT**

Trademark	Owner	Country of Origin	Approximate Value	Office
R2i	BearingPoint, Inc.	US	2,547,347; 2,540,419; 2,576,004	USPTO
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