TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

Release of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barclays Bank PLC, as Administrative Agent		106/29/2012	public limited liability company: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	AlixPartners, LLP
Street Address:	2000 Town Center, Suite 2400
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48075
Entity Type:	LIMITED LIABILITY PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3001404	CHANGE THE OUTCOME.
Registration Number:	2651668	QUICKSTRIKE
Registration Number:	2764460	ALIXPARTNERS
Registration Number:	2769352	ALIXPARTNERS
Registration Number:	3719177	WHEN IT REALLY MATTERS
Registration Number:	3686770	ALIXPARTNERS WHEN IT REALLY MATTERS

CORRESPONDENCE DATA

Fax Number: 2123548113

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 212-819-8200

Email: trademarkdocket@whitecase.com
Correspondent Name: Andrew Fessak/White & Case LLP
Address Line 1: 1155 Avenue of the Americas
Address Line 2: Patent and Trademark Department

TRADEMARK REEL: 004813 FRAME: 0479 OP \$165.00 3001404

900227271

Address Line 4: New York, NEW YORK 10036			
ATTORNEY DOCKET NUMBER: 1111779-2273-ALIXPARTNERS			
NAME OF SUBMITTER:	Andrew Fessak		
Signature:	/Andrew Fessak/		
Date:	07/02/2012		
Total Attachments: 6 source=Alix - Trademark Release - Executed#page1.tif source=Alix - Trademark Release - Executed#page2.tif source=Alix - Trademark Release - Executed#page3.tif source=Alix - Trademark Release - Executed#page4.tif source=Alix - Trademark Release - Executed#page5.tif source=Alix - Trademark Release - Executed#page5.tif source=Alix - Trademark Release - Executed#page6.tif			

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this "Release") made as of June 29, 2012, is granted by BARCLAYS BANK PLC, a public limited liability company organized under the laws of England and Wales, as administrative agent ("Barclays") in favor of ALIXPARTNERS, LLP, a Delaware limited liability partnership ("AlixPartners").

WHEREAS, in relation to that certain Credit Agreement dated as of October 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among AlixPartners, the Lenders party thereto, the Arrangers party thereto (as such terms are defined therein), and Lehman Commercial Paper Inc. as administrative agent ("Lehman"), the Grantors (as defined in the Security Agreement referred to below), including AlixPartners, executed that certain Security Agreement dated as of October 12, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of Lehman to induce the Lenders to extend the credit pursuant to the Credit Agreement;

WHEREAS, an executed copy of the Security Agreement was recorded in the United States Patent and Trademark Office on November 8, 2006 at Reel 003424, Frame 0299;

WHEREAS, pursuant to that certain Amendment, Resignation, Waiver, Consent and Appointment Agreement dated as of June 24, 2009 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Successor Agreement") among Lehman, Barclays, the Required Lenders party thereto, AlixPartners and each Guarantor (as such terms are defined therein), Lehman resigned as the administrative agent under the Security Agreement, and Barclays accepted the appointment as administrative agent under the Security Agreement;

WHEREAS, in connection with the Successor Agreement, Lehman and Barclays entered into that certain Assignment and Assumption Agreement dated as of June 24, 2009 (the "<u>Assignment and Assumption Agreement</u>") whereby Lehman assigned to Barclays and Barclays assumed the interest in and to Lehman's rights and obligations under the Security Agreement;

WHEREAS, the Assignment and Assumption Agreement was recorded in the United States Patent and Trademark Office on June 24, 2009 at Reel 004010, Frame 0949;

WHEREAS, under the terms of the Security Agreement, AlixPartners and Barclays entered into that certain Intellectual Property Security Agreement over certain additional Trademark Collateral (as defined below) executed January 6, 2010 and recorded in the United States Patent and Trademark Office on March 31, 2010 at Reel 004177, Frame 0199;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, AlixPartners assigned, pledged and granted to Lehman and Lehman thereafter assigned under the terms and conditions of the Successor Agreement to Barclays for the benefit of the Secured Parties, a security interest in all of its right, title and interest in or to the Trademark Collateral (as defined below);

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WHEREAS, pursuant to Section 6.13(d) of the Security Agreement, AlixPartners requested, and in consideration of its obligations under Section 6.13(d) of the Security Agreement, Barclays has agreed, that Barclays shall release its security interest in all of the AlixPartners's right, title and interest in and to the Trademark Collateral (as defined below).

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Barclays hereby agrees as follows:

SECTION 1. Definitions.

- (a) The term "Trademark Collateral," as used herein, shall mean all of the following now owned or hereafter acquired by AlixPartners: (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I attached hereto, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill and (iv) and all causes of action arising prior to or after the date hereof for infringement of any of trademark or unfair competition regarding the same; provided that, the Trademark Collateral does not include any applications in the United States Patent and Trademark Office to register Trademarks or service marks on the basis of any AlixPartners' "intent to use" such Trademarks or service marks unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically included in the Trademark Collateral.
- (b) Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meanings given to them in the Security Agreement.
- SECTION 2. <u>Release of Security Interest.</u> Barclays hereby releases, relinquishes and discharges all of its security interest in, to and under the Trademark Collateral, and any right, title or interest of Barclays in, to and under the Trademark Collateral shall hereby cease and become void.
- SECTION 3. <u>Recordation.</u> Barclays hereby authorizes AlixPartners, or AlixPartners' authorized representatives, to record this Release and requests that the Commissioner for Trademarks, and any other applicable government officer, record this Release.
- SECTION 4. <u>Governing Law.</u> This Release shall be construed in accordance with and governed by the law of the State of New York.

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

BARCLAYS BANK PLC, as administrative agent

By:

Name: Michael J. Mo

Title: Vice President

ACCEPTED AND AGREED

as of the date first above written:

ALIXPARTNERS, LLP

By:

Name: DOUGLAS E. BARNETT

Title: CFO/CAO

SCHEDULE I

Trademark Collateral

A. REGISTERED TRADEMARKS

Owner	Registration Number	Jurisdiction	Trademark
Ali-Darta and LLD	2001404	LIC	CHANCE THE
AlixPartners, LLP	3001404	US	CHANGE THE OUTCOME
			OUTCOME
AlixPartners, LLP	2651668	US	QUICKSTRIKE
Allxratulets, LLF	2031006	0.5	QUICKSTRIKE
AlixPartners, LLP	2764460	US	ALIXPARTNERS
AllxFailulets, LLF	2704400	0.5	ALIAFAKTNEKS
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AlixPartners, LLP	2/09352	US	Anxpartners
A1' D / LID	2710177	LIC	WHEN IT
AlixPartners, LLP	3719177	US	WHEN IT REALLY
			MATTERS
AlixPartners, LLP	3686770	US	ALIXPARTNERS
, <u> </u>	2000,70		WHEN IT
			REALLY
			MATTERS
AlixPartners, LLP	1083978	Australia	ALIXPARTNERS
AlixPartners, LLP	699594	Chile	ALIXPARTNERS
AlixPartners, LLP	699593	Chile	ALIXPARTNERS
AlixPartners, LLP	699595	Chile	ALIXPARTNERS
AlixPartners, LLP	3797044	China P.R.	ALIXPARTNERS
AlixPartners, LLP	3797043	China P.R.	ALIXPARTNERS
AlixPartners, LLP	3797042	China P.R.	ALIXPARTNERS
AlixPartners, LLP	287581	Colombia	ALIXPARTNERS
AlixPartners, LLP	287579	Colombia	ALIXPARTNERS
AlixPartners, LLP	287580	Colombia	ALIXPARTNERS
AlixPartners, LLP	3999984	Community Trademarks	ALIXCAPITAL
AlixPartners, LLP	3908811	Community Trademarks	THE INDUSTRY
A1' Daylor IID	2517207	C	STANDARD
AlixPartners, LLP	3517307	Community Trademarks	ALIXPARTNERS
AlixPartners, LLP	10404	Ecuador	ALIXPARTNERS
Alix Partners, LLP	10405	Ecuador	ALIXPARTNERS
AlixPartners, LLP	10403	Ecuador	ALIXPARTNERS
AlixPartners, LLP	300106253	Hong Kong	ALIXPARTNERS

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Alix Domin one LLD	4872704	Ionon	CHANGE THE
AlixPartners, LLP	4872704	Japan	
	40.45=0.5		OUTCOME
AlixPartners, LLP	4845785	Japan	CHANGE THE
			OUTCOME
AlixPartners, LLP	4872705	Japan	CHANGE THE
			OUTCOME
AlixPartners, LLP	4845786	Japan	THE INDUSTRY
'			STANDARD
AlixPartners, LLP	4886730	Japan	THE INDUSTRY
			STANDARD
AlixPartners, LLP	4855467	Japan	ALIXCAPITAL
AlixPartners, LLP	4855466	Japan	ALIXCAPITAL
AlixPartners, LLP	4832686	Japan	AlixPartners
AlixPartners, LLP	4753516	Japan	AlixPartners and
			Design
AlixPartners, LLP	4697420	Japan	ALIXPARTNERS
AlixPartners, LLP	738100	New Zealand	ALIXPARTNERS
AlixPartners, LLP	00035465	Peru	ALIXPARTNERS
AlixPartners, LLP	00034466	Peru	ALIXPARTNERS
AlixPartners, LLP	00035467	Peru	ALIXPARTNERS
AlixPartners, LLP	0268378	Paraguay	ALIXPARTNERS
AlixPartners, LLP	0268380	Paraguay	ALIXPARTNERS
AlixPartners, LLP	0268379	Paraguay	ALIXPARTNERS
AlixPartners, LLP	350873	Uruguay	ALIXPARTNERS

B. TRADEMARK APPLICATIONS

Owner	Registration Number	Jurisdiction	Trademark
AlixPartners, LLP	825910676	Brazil	ALIXPARTNERS
AlixPartners, LLP	825910684	Brazil	ALIXPARTNERS
AlixPartners, LLP	825910692	Brazil	ALIXPARTNERS

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RECORDED: 07/02/2012