

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Confirmatory Trademark Assignment
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alvarez & Marsal, Inc.		08/11/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	Alvarez & Marsal Holdings, LLC
Street Address:	101 East 52nd Street
Internal Address:	6th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2810397	ALVAREZ & MARSAL
Registration Number:	2810398	A&M
Registration Number:	2864713	ALVAREZ & MARSAL

CORRESPONDENCE DATA	
Fax Number:	(212)704-6288
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2127046000
Email:	kzielaznicki@jenkens.com
Correspondent Name:	Karl M. Zielaznicki
Address Line 1:	405 Lexington Avenue
Address Line 2:	Jenkins Gilchrist Parker Chapin LLP
Address Line 4:	New York, NEW YORK 10174

ATTORNEY DOCKET NUMBER:	59305.00001
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NAME OF SUBMITTER:	Karl M. Zielaznicki
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CH \$90.00 2810397

Total Attachments: 2

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CONFIRMATORY TRADEMARK ASSIGNMENT

This Confirmatory Trademark Assignment, effective as of January 1, 2004, (this "Assignment") is between Alvarez & Marsal, Inc., a New York corporation ("A&M"), and Alvarez & Marsal Holdings, LLC, a Delaware limited liability company ("Holdings").

Recitals

WHEREAS, pursuant to an Asset Contribution Agreement dated January 1, 2004, A&M contributed certain assets to Holdings including, without limitation, all of A&M's right, title and interest in and to the trademarks and related registrations and applications therefore set forth on Schedule A hereto (collectively, the "Trademarks");

WHEREAS, the Assignee is desirous of confirming this transfer and recording the same with the US Patent and Trademark Office.

NOW THEREFORE, in consideration for the good and valuable consideration set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, A&M hereby confirms, sells, assigns, transfers and conveys to the Holdings, its successors and assigns, all of the A&M's right, title and interest in and to all of the Trademarks, including, without limitation, any applications and registrations therefor, any goodwill of the business relating to the Trademarks and all causes of action for any and all past infringements of the Trademarks including, without limitation, the right to collect and retain any proceeds therefrom.

A&M expressly agrees to execute, acknowledge and deliver, such documents and other instruments as may be requested by the Holdings to evidence or effectuate the sale, assignment, transfer, conveyance and delivery of the Trademarks to Holdings.

IN WITNESS WHEREOF, the A&M has caused this Assignment to be executed as of this 11 day of August, 2004.

ALVAREZ & MARSAL, INC.

By: Antonio C. Alvarez
Name: Antonio C. Alvarez
Title: CEO

Accepted and Agreed:
ALVAREZ & MARSAL HOLDINGS, LLC

By: Antonio C. Alvarez
Name: Antonio C. Alvarez
Title: Manager

SCHEDULE A

US Trademarks Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ALVAREZ & MARSAL	2,810,397	February 3, 2004
A&M	2,810,398	February 3, 2004
ALVAREZ & MARSAL logo	2,864,713	July 20, 2004