

02-07-2005

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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



RECC
TF

102839225

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

1. Name of conveying party(ies)/Execution Date(s):

BearingPoint, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) January 28, 2005

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as
Internal Administrative Agent
Address: NC1-007-14-24

Street Address: 100 N. Tryon Street

City: Charlotte

State: North Carolina

Country: USA Zip: 28255

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Exhibit A attached.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kimberly B. Saltrick, Paralegal

Internal Address: HELMS MULLISS & WICKER, PLLC

Street Address: 201 N. Tryon Street

City: Charlotte

State: North Carolina Zip: 28202

Phone Number: (704) 343-2278

Fax Number: (704) 444-8847

Email Address: kimberly.saltrick@hmw.com

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$465.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

2/4/05
Date

00000002 76405337 Christian Brose

Total number of pages including cover sheet, attachments, and document: 9

40.00 DP Name of Person Signing

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

2-7-05

02/08/2005 DBYRNE

01 FC:8521
02 FC:8522
03 FC:8523

**EXHIBIT A
Trademarks**

Trademarks – registered

Serial Number	Reg. Number	Word Mark
76405337	2883360	PMONLINE
76405336	2880472	PMONLINE
76322596	2749423	POINT
76322595	2567478	POINT
76322146	2634870	PATH TO CONVERGENCE
76284446	2642270	R 2 I RAPID RETURN ON INVESTMENT
76284445	2638926	R2 I RAPID RETURN ON INVESTMENT
76284443	2576004	R2I
76284442	2540419	R2I
76284441	2547347	R2I
76284440	2547346	CTF CONFIGURE TO FIT
76284439	2547345	CTF CONFIGURE TO FIT
76237904	2552438	CTF
76237903	2510445	CTF
76237901	2552437	CONFIGURE TO FIT
76237900	2552436	CONFIGURE TO FIT
75802095	2636000	METRIUS
75761528	2585871	QUICKSCAN

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**UNITED STATES PATENT AND TRADEMARK
SECURITY INTEREST AGREEMENT**

WHEREAS, BearingPoint, Inc., a company incorporated in Delaware (the "Grantor"), has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the patents listed on the annexed Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents") and with respect to the trademarks and service marks listed on the annexed Schedule B, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor, has entered into a Security Agreement, dated December 23, 2004 (the "Security Agreement"), in favor of Bank of America, N.A., a national banking association, as Administrative Agent (as defined in the Security Agreement) (the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof (if any) and all continuations in part, reissues, divisions, extensions and rights of priority concerning the foregoing, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of past or future infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the "Patent Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties a first priority fixed charge and continuing security interest in all right, title and interest (including by way of license) of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by such Trademarks and the applications and registrations thereof (but excluding in all cases all intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office), and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of past or future infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, "Trademark Collateral" and, together with the Patent Collateral, the "Collateral"), to secure the payment, performance and observance of the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and for the benefit of the Secured Parties observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security

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**TRADEMARK
REEL: 003023 FRAME: 0853**

Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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TRADEMARK
REEL: 003023 FRAME: 0854

IN WITNESS WHEREOF, the Grantor has caused this United States Patent and Trademark Security Interest Agreement to be duly executed by its officer thereunto duly authorized as of January 28, 2005.

BearingPoint, Inc., as Grantor

By:  _____

Name: David R. Schwiesow

Title: Vice President, Deputy General
Counsel and Assistant Secretary

Bank of America, N.A., as Administrative Agent and
Grantee

By: _____

Name:

Title:

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TRADEMARK
REEL: 003023 FRAME: 0855

IN WITNESS WHEREOF, the Grantor has caused this United States Patent and Trademark Security Interest Agreement to be duly executed by its officer thereunto duly authorized as of January 28, 2005.

BearingPoint, Inc., as Grantor

By: _____

Name:

Title:

Bank of America, N.A., as Administrative Agent and
Grantee

By: Mollie S. Canup

Name: Mollie S. Canup

Title: Vice President

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TRADEMARK
REEL: 003023 FRAME: 0856

STATE OF VIRGINIA)
)
COUNTY OF FAIRFAX)

The foregoing instrument was acknowledged before me this 28TH day of JANUARY, 2005 by DAVID R. SCHWIESOW as VICE PRESIDENT, DEPUTY GENERAL COUNSEL AND ASSISTANT SECRETARY of BearingPoint, Inc., a Delaware corporation, on behalf of BearingPoint, Inc.

My commission expires: 3-31-07

[Notarial Seal]



Notary Public



KYLA L. DEAN
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2007

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SCHEDULE A
PATENTS AND PATENT APPLICATIONS

Patents – registered

Owner	Description	Number
BearingPoint, Inc.	Metrics-related testing of an operational support system (OSS) of an incumbent provider for compliance with a regulatory scheme	US6,636,585 (Granted)
BearingPoint, Inc.	Testing an Operational Support System (OSS) of an Incumbent Provider for Compliance with a Regulatory Scheme	US6,678,355 (Granted)
BearingPoint, Inc.	Modularized Automated Testing of an Interactive Application	10/214,819 (Pending)
BearingPoint, Inc.	Modularized Automated Modification of Production Data	10/214,908 (Pending)
BearingPoint, Inc.	Facilitating Software Engineering and Management in Connection with a Software Development Project According to a Process that is Compliant with a Qualitatively Measurable Standard	10/696,817 (Pending)
BearingPoint, Inc.	Coordinating One or More Sponsored Promotions Programs in which Cardholders Using General Purpose Cards Receive One or More Benefits for Purchasing Sponsored Items	10/079,734 (Pending)

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SCHEDULE B

Trademarks – registered

Serial Number	Reg. Number	Word Mark
76405337	2883360	PMONLINE
76405336	2880472	PMONLINE
76322596	2749423	POINT
76322595	2567478	POINT
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