

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment and Assumption Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hewitt Associates, Inc.		10/29/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Hewitt Associates LLC		
Street Address:	100 Half Day Road		
City:	Lincolnshire		
State/Country:	ILLINOIS		
Postal Code:	60069		
Entity Type:	limited liability company: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2951951	MYHR	
CORRESPONDENCE DATA			
Fax Number:	(312)706-8517		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3127018864		
Email:	zbeal@mayerbrownrowe.com		
Correspondent Name:	Jason K. Schnitz		
Address Line 1:	P.O. Box 2828		
Address Line 4:	Chicago, ILLINOIS 606902828		
NAME OF SUBMITTER:	Jason K. Schmitz		
Signature:	/jasonkschmitz/		
Date:	08/24/2005		

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Total Attachments: 3
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ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement") is effective as of October 29, 2004, by and between Hewitt Associates, Inc., a Delaware corporation ("Assignor"), and Hewitt Associates LLC, a Illinois limited liability company ("Assignee").

RECITALS

A. On the date hereof, Exult, Inc. ("Exult"), a Delaware corporation and wholly owned subsidiary of Assignor, merged with and into Assignor with Assignor as the surviving corporation (the "Merger"), whereby all of the assets and associated rights of Exult (the "Exult Assets") and all of the liabilities and associated obligations of Exult (the "Exult Liabilities") were conveyed to Assignor by operation of law;

B. Assignor desires to assign to Assignee the Exult Assets and the Exult Liabilities (excluding Exult's 2.50% Convertible Senior Notes due 2010) (collectively, the "Exult Items") to Assignee, and Assignee is willing to accept assignment of and assume the Assignor's rights and obligations with respect to the Exult Items, on the terms and subject to the conditions set forth herein; and

C. Assignor desires to assign to Assignee all of its rights and obligations under certain employee benefit plans of Exult, including but not limited to Exult's 401(k) plan, Exult's severance plans and Exult's healthcare and related benefit plans (collectively, the "Exult Plans"), and Assignee is willing to accept assignment of and assume such rights and obligations, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment and Assumption of Items. Assignor hereby assigns to Assignee, its successors and assigns the Exult Items and the Exult Plans. Assignee hereby accepts the foregoing assignment and will pay, perform and discharge all reasonable obligations relating thereto as and when due.

2. Special Conditions. In the event Assignor is unable to convey to Assignee any of the Exult Assets due to the parties inability to obtain any consent or approval of a third party or governmental authority required to assign such Exult Asset, each of the parties will use its reasonable best efforts to convey the rights and benefits of such agreement to Assignee until such time as the agreement can be conveyed to Assignee in accordance with its terms, at which time such Exult Asset shall be deemed to be assigned.

3. Further Assurances. Assignor agrees to do, execute and deliver, or cause to be done, executed and delivered all such further acts, transfers, assignments, instruments and conveyances, for the better assigning and delivering unto Assignee, its successors and assigns, such rights and obligations hereby assigned and delivered as Assignee, its successors and assigns shall reasonably request.

4. Governing Law. This Agreement will be governed by, and construed in accordance with, the laws of the State of New York, without regard to conflict of laws principles thereof.

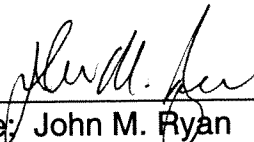
5. Miscellaneous. This Agreement, and the assignment and assumption of the rights and obligations effected hereby, will be effective as of the date hereof.

6. Counterparts. This Agreement may be executed in one or more counterparts and each counterpart will be deemed to be an original.


[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

HEWITT ASSOCIATES, INC.

By: 
Name: John M. Ryan
Title: Chief Administrative Officer

HEWITT ASSOCIATES LLC

By: 
Name: C. Lawrence Connolly, III
Title: Secretary